Rev. 01/15

RECEIVED
OCT 18 2017
DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 81963

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Flying Joseph Ranch, LLC

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes	N/A		
		*	* Means the item is always required and must be included with the application.
☑		*	Completed Application for Transfer of Water Right form, Part 1.
☑		*	Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
☑		*	Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
☑	☐		Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
☑		*	Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
☑		*	Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

☐	☑	#1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
☐	☑	#2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
☐	☑	#2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).** ** Additional fee(s) required for water right ownership changes; see fee schedule.
☐	☑	#3 Documentation of authority to make the change if the applicant is not the water right owner.
☐	☑	#4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
☐	☑	#5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
☐	☑	#6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
☑	*	#7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
☑	☐	#7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
☐	☑	#8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
☐	☑	#8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
☐	☑	#9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
☑	☐	#10 Other. Please describe: Copy of approved Idaho Department of Lands lease.

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
OCT 18 2017
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Flying Joseph Ranch, LLC Phone _____

Mailing address 7299 Perimeter Rd. S., Seattle, WA 98108 Email _____

☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.

☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.

☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.

☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative SPF Water Engineering, Roxanne Brown Phone (208) 383-4140

Mailing address 300 E. Mallard Dr., Suite 350, Boise, ID 83706 Email rbrown@spfwater.com

☐ Send all correspondence for this application to the representative and not to the applicant.
OR
☒ Send original correspondence to the applicant and copies to the representative.

☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative	Joe Clark, Member Print Name and Title if applicable	9/27/17 Date
Signature of Applicant or Authorized Representative	Print Name and Title if applicable	Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☑ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2.**
The applicant seeks to describe the place of use after installation of pivots and wheel lines.

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APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part					
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

See next page

Total authorized under rights _____ cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed _____ cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5.**

IPD for Flying J Ranch

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag # (if any)
			Eliminate the following point of diversion. All other points of diversion remain unchanged.							
			NE	SW	2	12N	23E	Custer	Pahsimeroi River	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres (for irrigation use)

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1. All or Part	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 46.85 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed _____ cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

☑ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5.**

SUPERCEDED May 15, 18

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
																			Total Acres (for irrigation use)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF A WATER RIGHT

Supplemental Page for Description of Rights after Transfer**

All	Part	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use			Source & Tributary
☒	☐	73-2159	3.29	irrigation	4/1	to	10/31	groundwater
☒	☐	73-150C	3.32	irrigation	4/1	to	10/31	Pahsimeroi R/Salmon R
☒	☐	73-15A	3.60	irrigation	4/1	to	10/31	Pahsimeroi R/Salmon R
☒	☐	73-188B	2.00	irrigation	4/1	to	11/1	Bear Cr/Goldburg Cr
☒	☐	73-4001	4.40	irrigation	4/1	to	10/31	Pahsimeroi R/Salmon R
☒	☐	73-10023	9.60	irrigation	4/1	to	10/31	Big Cr/Pahsimeroi R
☒	☐	73-10024	2.00	irrigation	4/1	to	10/31	Pahsimeroi R/Salmon R
☒	☐	73-4003	2.00	irrigation	4/1	to	10/31	Pahsimeroi R/Salmon R
☒	☐	73-2162	2.49	irrigation	4/1	to	10/31	groundwater
☒	☐	73-12171	3.50	irrigation	4/1	to	10/31	groundwater
☒	☐	73-12172	5.27	irrigation	4/1	to	10/31	groundwater
☐	☒	73-32	1.58	irrigation	4/1	to	10/31	Big Cr/Pahsimeroi R
☒	☐	73-7102	1.65	irrigation	4/15	to	10/15	groundwater
☒	☐	73-10020A	4.34	irrigation	4/1	to	10/31	groundwater
☒	☐	73-10020B	3.09	irrigation	4/1	to	10/31	groundwater
☒	☐	73-11840	1.92	irrigation	4/1	to	10/31	groundwater
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		
☐	☐					to		

Total authorized under rights 46.85 **cfs and/or** _____ **ac-ft**

****Insert this page into Part 1B of the Application for Transfer of a Water Right.**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Ident. No. _____

Point of Diversion/Place of Use Supplement

Attachment to: ☐ Application for Permit to Appropriate Water ☒ Application for Transfer** ☐ Adjudication Claim
☐ Application for Amendment of Permit ☐ Beneficial Use Field Report ☐ Statutory Claim

Location of points of diversion (POD):

New POD?	Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or well/diversion tag #
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										
☐ Yes										

Description of place of use (POU):

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13N	22E	1												14			40	40	94
		12	40	38	3	40	3						20	40	40		40	40	304
		13	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	640
13N	23E	7							39			39	39	40					157
									L2			L3	L4						
		18					40	39											79
								L1											
		20	40	40	40	40	40	40	38	40	34	4	2	12	40	40	36	40	526
		29	40	40	16	24	37	2		6									165
																			1,965

1,830.8 acres within a 1,965-acre permissible place of use

**If this supplemental sheet is for an Application for Transfer, insert this page into Part 1B of the application.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Existing diversion works include measuring devices and lockable controlling works as required by Water District 73.

b. Who owns the property at the point(s) of diversion? applicant, USDI - Bureau of Land Management, private owners
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Decrees were issued in the Snake River Basin Adjudication authorizing points of diversion.

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6.** List the name of the entity and type of lien: Not applicable.

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.

e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
A companion application for transfer will propose changes to the remaining water rights owned by Flying Joseph Ranch; no enlargement of the water rights is proposed.

f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
No change to the points of diversion is proposed.

g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

☐ ☑ undergone a period of five or more consecutive years of non-use,
☐ ☑ currently leased to the Water Supply Bank,
☐ ☑ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☑ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-15A

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 2/26/1913

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
PAHSIMEROI RIVER	SALMON RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	3.6 CFS	
	Total Diversion	3.6 CFS	

Location of Point(s) of Diversion

PAHSIMEROI RIVER SW1/4NW1/4 Sec. 28, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NWNE	0.90	T13N R23E S20	SWNE	29.00
T13N R23E S20	SENE	3.30	T13N R23E S20	NENW	26.00
T13N R23E S20	NWNW	40.00	T13N R23E S20	SWNW	34.00
T13N R23E S20	SENW	40.00	T13N R23E S20	NESW	32.00
T13N R23E S20	SESW	1.80	T13N R23E S20	NESE	32.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	29.00
T13N R23E S20	SESE	39.00	T13N R23E S29	NENE	23.00
T13N R23E S29	NWNE	0.50	T13N R23E S29	SENE	0.10

Total Acres: 370.6

Conditions of Approval:

1. E55 Right Nos. 73-15A, 73-188B, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 370.6 acres in a single irrigation season.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3. Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 926 acres in a single irrigation season.

Decreed Date: 1/31/2011

Page _____ of _____

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-32

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 6/1/1917

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
BIG CREEK	PAHSIMEROI RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	2.4 CFS	
	Total Diversion	2.4 CFS	

Location of Point(s) of Diversion

BIG CREEK	SE1/4SW1/4	Sec. 27,	Twp 13N,	Rge 23E B.M.
CUSTER County	(Injection)			
BIG CREEK	NE1/4NW1/4	Sec. 13,	Twp 13N,	Rge 23E B.M.
CUSTER County				
BIG CREEK	NE1/4SE1/4	Sec. 13,	Twp 13N,	Rge 23E B.M.
LEMHI County				
BIG CREEK	SE1/4SW1/4	Sec. 18,	Twp 13N,	Rge 23E B.M.
CUSTER County	(Rediversion)			

Place of Use

IRRIGATION Within CUSTER County

T13N R22E S13		NENE	40.00	T13N R22E S13		SENE	21.00
T13N R23E S18	Lot 3	NWSW	12.00				

Total Acres: 73

Conditions of Approval:

1.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2.	F05	Right Nos. 73-32, 73-2102, 73-10023, 73-10041, and 73-12110 are diverted through the points of diversion described above.
3.	X11	Prior to the diversion and use of water under this right, the right holder shall install and maintain acceptable measuring devices at the point of injection into Goldburg Creek and at the point of rediversion from the Goldburg Creek.
4.	004	This right does not grant any right-of-way or easement across the land of another.
5.	R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversions and points of measurement described above.
6.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
7.	029	Prior to the diversion and use of water under this approval, the right holder shall comply with all fish screening and/or fish passage requirements of the Idaho Department of Fish and Game.
8.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
9.	R05	Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 73.
10.	R59	This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

Decreed Date: 3/12/2010

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-150C

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 7/1/1897

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
PAHSIMEROI RIVER	SALMON RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	3.32 CFS	
	Total Diversion	3.32 CFS	

Location of Point(s) of Diversion

PAHSIMEROI RIVER SW1/4NW1/4 Sec. 28, Twp 13N, Rge 23E B.M.
CUSTER County

PAHSIMEROI RIVER NE1/4SW1/4 Sec. 2, Twp 12N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NWNE	0.90	T13N R23E S20	SWNE	29.00
T13N R23E S20	SENE	3.30	T13N R23E S20	NENW	26.00
T13N R23E S20	NWNW	40.00	T13N R23E S20	SWNW	34.00
T13N R23E S20	SENW	40.00	T13N R23E S20	NESW	37.00
T13N R23E S20	SWSW	38.00	T13N R23E S20	SESW	36.00
T13N R23E S20	NESE	32.00	T13N R23E S20	NWSE	40.00
T13N R23E S20	SWSE	37.00	T13N R23E S20	SESE	39.00
T13N R23E S28	NWSW	8.40	T13N R23E S28	SWSW	37.00
T13N R23E S28	SESW	0.10	T13N R23E S29	NENE	36.00
T13N R23E S29	NWNE	39.00	T13N R23E S29	SWNE	35.00
T13N R23E S29	SENE	37.00	T13N R23E S29	NENW	36.00
T13N R23E S29	SWNW	0.10	T13N R23E S29	SENW	38.00
T13N R23E S29	NESW	37.00	T13N R23E S29	NWSW	0.20
T13N R23E S29	SESW	18.00	T13N R23E S29	NESE	38.00
T13N R23E S29	NWSE	36.00	T13N R23E S29	SWSE	33.00
T13N R23E S29	SESE	40.00	T13N R23E S32	NENE	9.00
T13N R23E S33	NWNW	16.00			

Total Acres: 926

Conditions of Approval:

1.		Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 926 acres in a single irrigation season.
2.	C03	Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
3.	C05	Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
4.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
5.	K06	This right is limited to the irrigation of 200 acres within the place of use described above in a single irrigation season.

Decreed Date: 1/31/2011

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-188B

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 5/19/1909

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
BEAR CREEK	GOLDBURG CREEK

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	4/01 to 11/01	2 CFS	
	Total Diversion	2 CFS	

Location of Point(s) of Diversion

BEAR CREEK CUSTER County	NE1/4NW1/4	Sec. 23,	Twp 12N,	Rge 24E B.M.
BEAR CREEK CUSTER County	SW1/4NW1/4 (Rediversion)	Sec. 28,	Twp 13N,	Rge 23E B.M.
BEAR CREEK CUSTER County	NE1/4SW1/4 (Injection)	Sec. 23,	Twp 12N,	Rge 24E B.M.

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NWNE	0.90	T13N R23E S20	SWNE	29.00
T13N R23E S20	SENE	3.30	T13N R23E S20	NENW	26.00
T13N R23E S20	NWNW	40.00	T13N R23E S20	SWNW	34.00
T13N R23E S20	SENW	40.00	T13N R23E S20	NESW	32.00
T13N R23E S20	SESW	1.80	T13N R23E S20	NESE	32.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	29.00
T13N R23E S20	SESE	39.00	T13N R23E S29	NENE	23.00
T13N R23E S29	NWNE	0.50	T13N R23E S29	SENE	0.10

Total Acres: 370.6

Conditions of Approval:

1.	G02	Point of injection into Goldburg Creek. Point of rediversion from Pahsimeroi River.
2.	K06	This right is limited to the irrigation of 100 acres within the place of use described above in a single irrigation season.
3.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4.	E55	Right Nos. 73-15A, 73-188B, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 370.6 acres in a single irrigation season.
5.		Water may be diverted under this right only if measuring devices acceptable to the Department are installed and maintained at the point of diversion from Bear Creek, the point of injection into Goldburg Creek and the point of rediversion from the Pahsimeroi River.
6.		Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 926 acres in a single irrigation season.
7.		The amount of water rediverted from the Pahsimeroi River cannot exceed the lesser of 1.80 cfs or 90 percent of the water injected into Goldburg Creek.
8.	D10	Pursuant to a call in times of scarcity, this right is junior to Right No. 73-188A.

Decreed Date: 1/31/2011

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-2159

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 8/8/1966

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	3.29 CFS	1206 AF
	Total Diversion	3.29 CFS	1206 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4NE1/4 Sec. 29, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NESW	39.00	T13N R23E S20	SWSW	37.00
T13N R23E S20	SESW	38.00	T13N R23E S20	SWSE	38.00
T13N R23E S20	SESE	40.00	T13N R23E S29	NENE	36.00
T13N R23E S29	NWNE	38.00	T13N R23E S29	SWNE	33.00
T13N R23E S29	SENE	37.00	T13N R23E S29	NENW	34.00
T13N R23E S29	SENW	32.00			

Total Acres: 402

Conditions of Approval:

1. Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 926 acres in a single irrigation season.

2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 1/31/2011

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-2162

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 8/31/1966

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	2.49 CFS	832.5 AF
	Total Diversion	2.49 CFS	832.5 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4NE1/4 Sec. 29, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	SWNE	24.00	T13N R23E S20	SENE	2.50
T13N R23E S20	SWNW	38.00	T13N R23E S20	SENW	40.00
T13N R23E S20	NESW	35.00	T13N R23E S20	NESE	31.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	28.00
T13N R23E S20	SESE	39.00			

Total Acres: 277.5

Conditions of Approval:

1.		Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 926 acres in a single irrigation season.
2.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3.	E55	Right Nos. 73-15A, 73-188B, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 370.6 acres in a single irrigation season.

Decreed Date: 1/31/2011

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-4001

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 5/1/1950

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
PAHSIMEROI RIVER	SALMON RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	4.4 CFS	
	Total Diversion	4.4 CFS	

Location of Point(s) of Diversion

PAHSIMEROI RIVER SW1/4NW1/4 Sec. 28, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NWNE	0.90	T13N R23E S20	SWNE	29.00
T13N R23E S20	SENE	3.30	T13N R23E S20	NENW	26.00
T13N R23E S20	NWNW	40.00	T13N R23E S20	SWNW	34.00
T13N R23E S20	SENW	40.00	T13N R23E S20	NESW	32.00
T13N R23E S20	SESW	1.80	T13N R23E S20	NESE	32.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	29.00
T13N R23E S20	SESE	39.00	T13N R23E S29	NENE	23.00
T13N R23E S29	NWNE	0.50	T13N R23E S29	SENE	0.10

Total Acres: 370.6

Conditions of Approval:

1.	E55	Right Nos. 73-15A, 73-188B, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 370.6 acres in a single irrigation season.
2.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
3.		Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 926 acres in a single irrigation season.
4.	C02	Right includes accomplished change in source pursuant to Section 42-1425, Idaho Code.

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IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-4003

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 5/1/1950

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
PAHSIMEROI RIVER	SALMON RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	2 CFS	
	Total Diversion	2 CFS	

Location of Point(s) of Diversion

PAHSIMEROI RIVER SW1/4NW1/4 Sec. 28, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NWNE	0.90	T13N R23E S20	SWNE	29.00
T13N R23E S20	SENE	3.30	T13N R23E S20	NENW	26.00
T13N R23E S20	NWNW	40.00	T13N R23E S20	SWNW	34.00
T13N R23E S20	SENW	40.00	T13N R23E S20	NESW	32.00
T13N R23E S20	SESW	1.80	T13N R23E S20	NESE	32.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	29.00
T13N R23E S20	SESE	39.00	T13N R23E S29	NENE	23.00
T13N R23E S29	NWNE	0.50	T13N R23E S29	SENE	0.10

Total Acres: 370.6

Conditions of Approval:

1.	E55	Right Nos. 73-15A, 73-188B, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 370.6 acres in a single irrigation season.
2.	C02	Right includes accomplished change in source pursuant to Section 42-1425, Idaho Code.
3.		Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 926 acres in a single irrigation season.
4.	C03	Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
5.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 1/31/2011

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-7102

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 9/17/1992

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	4/15 to 10/15	1.65 CFS	598.9 AF
	Total Diversion	1.65 CFS	598.9 AF

Location of Point(s) of Diversion

GROUND WATER SE1/4SW1/4 Sec. 1, Twp 13N, Rge 22E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R22E S1	SESW	40.00	T13N R22E S1	SWSE	40.00
T13N R22E S1	SESE	40.00	T13N R22E S12	NENE	40.00
T13N R22E S12	NWNE	40.00	T13N R22E S12	NENW	40.00

Total Acres: 240

Conditions of Approval:

1. R30 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for irrigation of the lands above.

Licensed Date: 4/14/1997

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-10020A

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 6/9/1969

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	4.34 CFS	651 AF
	Total Diversion	4.34 CFS	651 AF

Location of Point(s) of Diversion

GROUND WATER — SE1/4NE1/4SE1/4 Sec. 12, Twp 13N, Rge 22E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R22E S12		SWNE	40.00	T13N R22E S12		SENE	40.00
T13N R22E S12		SENW	20.00	T13N R22E S12		NESE	40.00
T13N R23E S7	Lot 2	SWNW	39.00	T13N R23E S7	Lot 3	NWSW	38.00

Total Acres: 217

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. This right is for a portion of combined right nos. 73-7004 and 73-7005.

Decreed Date: 12/29/2010

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-10020B

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 6/9/1969

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	3.09 CFS	463 AF
	Total Diversion	3.09 CFS	463 AF

Location of Point(s) of Diversion

GROUND WATER CUSTER County	SE1/4SW1/4	Sec. 18,	Twp 13N,	Rge 23E B.M.
GROUND WATER CUSTER County	NE1/4SE1/4	Sec. 13,	Twp 13N,	Rge 22E B.M.

Place of Use

IRRIGATION Within CUSTER County

T13N R22E S12		SESE	39.00	T13N R22E S13		NENE	37.00
T13N R22E S13		SENE	23.00	T13N R22E S13		NESE	10.00
T13N R23E S7	Lot 4	SWSW	39.00	T13N R23E S7		SESW	39.00
T13N R23E S18		NENW	38.00	T13N R23E S18	Lot 3	NWSW	15.00
T13N R23E S18		SESW	11.00				

Total Acres: 251

Conditions of Approval:

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.	K06	This right is limited to the irrigation of 155 acres within the place of use described above in a single irrigation season.

Decreed Date: 3/12/2010

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-10023

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 4/17/1915

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
BIG CREEK	PAHSIMEROI RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	9.6 CFS	
	Total Diversion	9.6 CFS	

Location of Point(s) of Diversion

BIG CREEK CUSTER County	SE1/4SW1/4 (Injection)	Sec. 27,	Twp 13N,	Rge 23E B.M.
BIG CREEK CUSTER County	SW1/4NW1/4 (Rediversion)	Sec. 28,	Twp 13N,	Rge 23E B.M.
BIG CREEK CUSTER County	NE1/4NW1/4	Sec. 13,	Twp 13N,	Rge 23E B.M.
BIG CREEK LEMHI County	NE1/4SE1/4	Sec. 13,	Twp 13N,	Rge 23E B.M.

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NWNE	0.90	T13N R23E S20	SWNE	29.00
T13N R23E S20	SENE	3.30	T13N R23E S20	NENW	26.00
T13N R23E S20	NWNW	40.00	T13N R23E S20	SWNW	34.00
T13N R23E S20	SENW	40.00	T13N R23E S20	NESW	32.00
T13N R23E S20	SESW	1.80	T13N R23E S20	NESE	32.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	29.00
T13N R23E S20	SESE	39.00	T13N R23E S29	NENE	23.00
T13N R23E S29	NWNE	0.50	T13N R23E S29	SENE	0.10

Total Acres: 370.6

Conditions of Approval:

1.	X35	Rights 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023, 73-10024, 73-12171, and 73-12172 when combined shall not exceed the irrigation of 1074.8 acres in a single irrigation season.
2.	029	Prior to the diversion and use of water under this approval, the right holder shall comply with all fish screening and/or fish passage requirements of the Idaho Department of Fish and Game.
3.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
4.	F06	Right No.s 73-32, 73-2102, 73-10023, 73-10041, and 73-12110 are diverted through points of diversion described above.
5.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
6.	R43	The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversions and points of measurement described above.
7.	004	This right does not grant any right-of-way or easement across the land of another.
8.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
9.	X35	Rights 73-15A, 73-188B, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 when combined shall not exceed the irrigation of 370.6 acres in a single irrigation season.
10.	R05	Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 73.
11.	X11	Prior to the diversion and use of water under this right, the right holder shall install and maintain acceptable measuring devices at the point of injection into Goldburg Creek and at the point of rediversion from the Pahsimeroi River.
12.	X35	Rights 73-15A,73-150C,73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 when combined shall not exceed the irrigation of 926.0 acres in a single irrigation season.
13.	R59	This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

Decreed Date: 1/31/2011

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IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-10024

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 5/1/1950

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
PAHSIMEROI RIVER	SALMON RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	2 CFS	
	Total Diversion	2 CFS	

Location of Point(s) of Diversion

PAHSIMEROI RIVER SW1/4NW1/4 Sec. 28, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NWNE	0.90	T13N R23E S20	SWNE	29.00
T13N R23E S20	SENE	3.30	T13N R23E S20	NENW	26.00
T13N R23E S20	NWNW	40.00	T13N R23E S20	SWNW	34.00
T13N R23E S20	SENW	40.00	T13N R23E S20	NESW	32.00
T13N R23E S20	SESW	1.80	T13N R23E S20	NESE	32.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	29.00
T13N R23E S20	SESE	39.00	T13N R23E S29	NENE	23.00
T13N R23E S29	NWNE	0.50	T13N R23E S29	SENE	0.10

Total Acres: 370.6

Conditions of Approval:

1.	C02	Right includes accomplished change in source pursuant to Section 42-1425, Idaho Code.
2.	C03	Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.
3.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4.		Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 926 acres in a single irrigation season.
5.	E55	Right Nos. 73-15A, 73-188B, 73-2162, 73-4001, 73-4003, 73-10023 and 73-10024 are limited to the irrigation of a combined total of 370.6 acres in a single irrigation season.

Decreed Date: 1/31/2011

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-11840

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 6/6/1969

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	1.92 CFS	288 AF
	Total Diversion	1.92 CFS	288 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4SE1/4 Sec. 13, Twp 13N, Rge 22E B.M.
CUSTER County

GROUND WATER SE1/4SW1/4 Sec. 18, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R22E S12		SESE	39.00	T13N R22E S13		NENE	37.00
T13N R22E S13		SENE	23.00	T13N R22E S13		NESE	10.00
T13N R23E S7	Lot 4	SWSW	39.00	T13N R23E S7		SESW	39.00
T13N R23E S18		NENW	38.00	T13N R23E S18	Lot 3	NWSW	15.00
T13N R23E S18		SESW	11.00				

Total Acres: 251

Conditions of Approval:

1. K06 This right is limited to the irrigation of 96 acres within the place of use described above in a single irrigation season.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 3/12/2010

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IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-12171

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 5/3/1990

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
GROUND WATER	PAHSIMEROI RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	3.5 CFS	
	Total Diversion	3.5 CFS	

Location of Point(s) of Diversion

GROUND WATER — SE1/4NE1/4 Sec. 29, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NENE	36.00	T13N R23E S20	NWNE	40.00
T13N R23E S20	SWNE	40.00	T13N R23E S20	SENE	40.00
T13N R23E S20	NENW	40.00	T13N R23E S20	NWNW	35.00
T13N R23E S20	SWNW	35.00	T13N R23E S20	SENW	40.00
T13N R23E S20	NESW	31.00	T13N R23E S20	NESE	34.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	5.00
T13N R23E S20	SESE	9.50			

Total Acres: 425.5

Conditions of Approval:

1.	X35	Rights 73-2159, 73-2162, 73-12171, and 73-12172 when combined shall not exceed the irrigation of 785 acres.
2.	X35	Rights 73-12171 and 73-12172 when combined shall not exceed a total diversion rate of 7.35 cfs, and the irrigation of 425.5 acres.
3.	E56	Rights 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023, 73-10024, 73-12171, and 73-12172 are limited to the irrigation of a combined total of 1074.8 acres in a single irrigation season.
4.	R59	This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
5.	104	If rights 73-15A, 73-150C, 73-188B, 73-4001, 73-4003, 73-10023, and 73-10024 are abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
6.	WB7	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor exceed a combined annual maximum diversion volume of 1490 af at the field headgate for the lands above.
7.	065	The right holder shall make full beneficial use of rights 73-15A, 73-150C, 73-188B, 73-4001, 73-4003, 73-10023, and 73-10024 for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
8.	01M	After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
9.	R05	Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 73.
10.	E51	Rights 73-2159 and 75-12171 are limited to a total combined diversion rate of 3.5 cfs and 782 acres.

Licensed Date: 9/22/2011

Page _____ of _____

IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 73-12172

Current Owner: FLYING JOSEPH RANCH LLC

Priority Date: 5/3/1990

Origin: Water Right

Status: Active

Basis: License

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	04/01 to 10/31	5.27 CFS	
	Total Diversion	5.27 CFS	

Location of Point(s) of Diversion

GROUND WATER SW1/4NE1/4 Sec. 20, Twp 13N, Rge 23E B.M.
CUSTER County

GROUND WATER NE1/4NE1/4 Sec. 29, Twp 13N, Rge 23E B.M.
CUSTER County

Place of Use

IRRIGATION Within CUSTER County

T13N R23E S20	NENE	36.00	T13N R23E S20	NWNE	40.00
T13N R23E S20	SWNE	40.00	T13N R23E S20	SENE	40.00
T13N R23E S20	NENW	40.00	T13N R23E S20	NWNW	35.00
T13N R23E S20	SWNW	35.00	T13N R23E S20	SENW	40.00
T13N R23E S20	NESW	31.00	T13N R23E S20	NESE	34.00
T13N R23E S20	NWSE	40.00	T13N R23E S20	SWSE	5.00
T13N R23E S20	SESE	9.50			

Total Acres: 425.5

Conditions of Approval:

1.	104	If rights 73-15A, 73-150C, 73-188B, 73-4001, 73-4003, 73-10023, and 73-10024 are abandoned, forfeited, sold, transferred, leased or used on any other place of use, this right to divert ground water shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
2.	WB7	This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor exceed a combined annual maximum diversion volume of 1490 af at the field headgate for the lands above.
3.	E56	Right Nos. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-10023, 73-10024, 73-12171, and 73-12172 are limited to the irrigation of a combined total of 1074.8 acres in a single irrigation season.
4.	X35	Rights 73-12171 and 73-12172 when combined shall not exceed a total diversion rate of 7.35 cfs and the irrigation of 425.5 acres.
5.	X35	Rights 73-2159, 73-2162, 73-12171, and 73-12172 when combined shall not exceed the irrigation of 785 acres.
6.	065	The right holder shall make full beneficial use of rights 73-15A, 73-150C, 73-188B, 73-4001, 73-4003, 73-10023, and 73-10024 for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
7.	R59	This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
8.	E51	Right Nos. 73-2162 and 73-12172 are limited to a total combined diversion rate of 5.27 cfs and 485 acres.

Licensed Date: 9/22/2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: 73-32

1. amount 1.58 (cfs/ac-ft) for irrigation purposes from 4/1 to 10/31
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______
   amount ______ (cfs/ac-ft) for ______ purposes from ______ to ______

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13N	22E	13	35			13													48

Total Acres (for irrigation use) 48

Rev. 01/15

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

☑ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
☑ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b.**

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a.**

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b.**

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

FOR DEPARTMENT USE ONLY

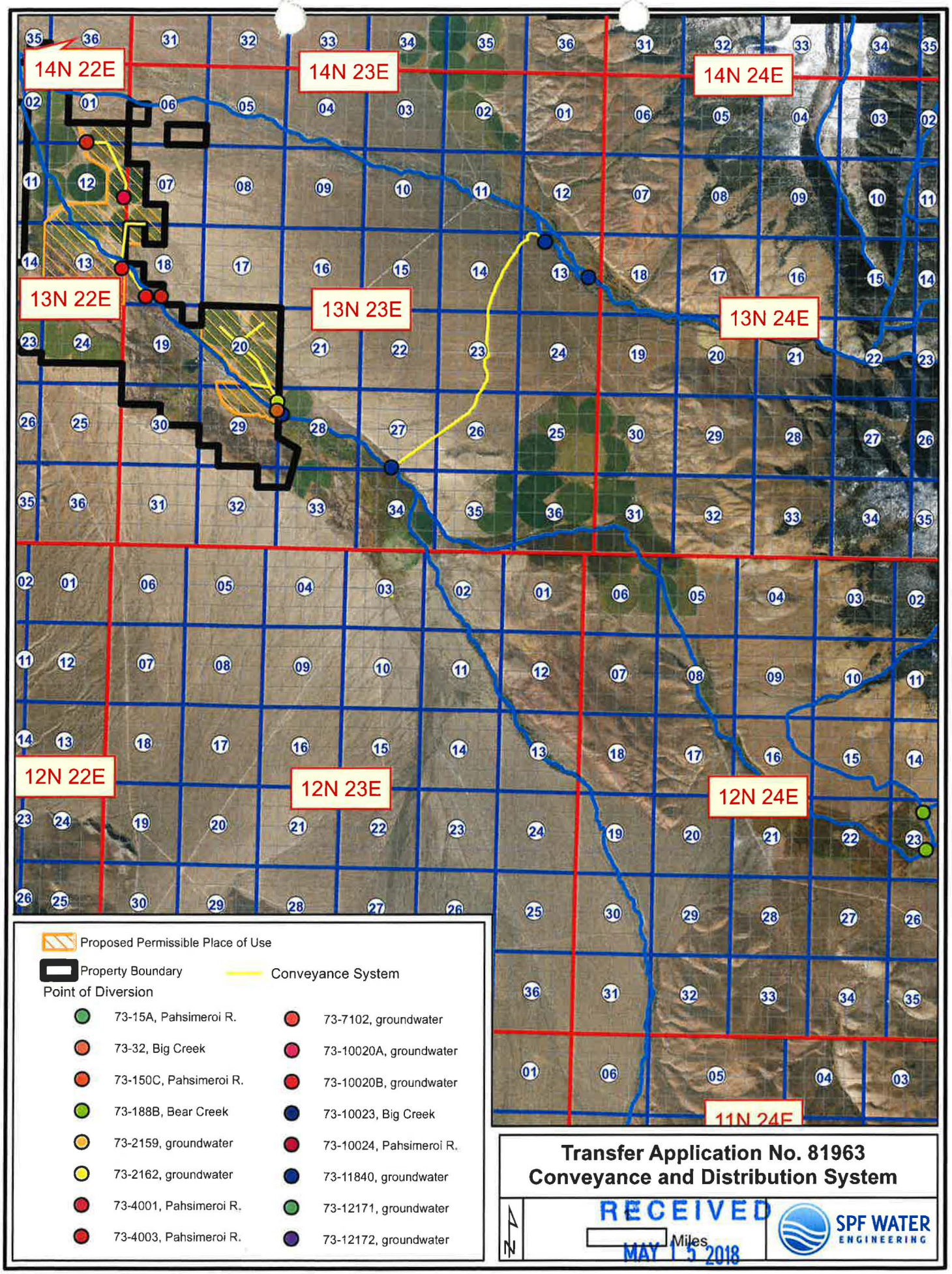
Transfer contains _____ pages and _____ attachments.

Received by TR Date 10/18/2017 Preliminary check by TR Date 10/18/2017

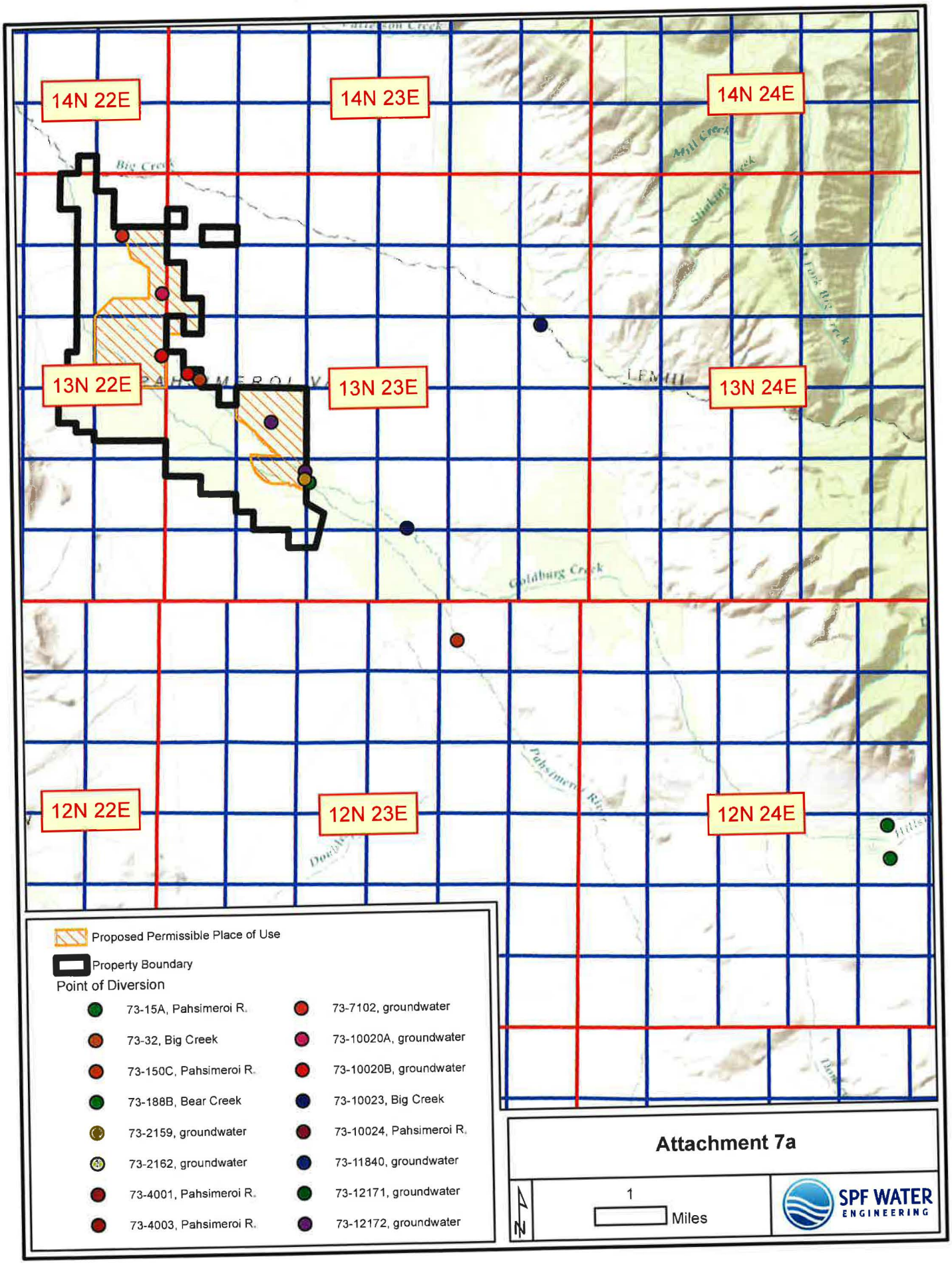
Fee paid 3100.00 Date 10/18/2017 Receipted by TR Receipt # C104229

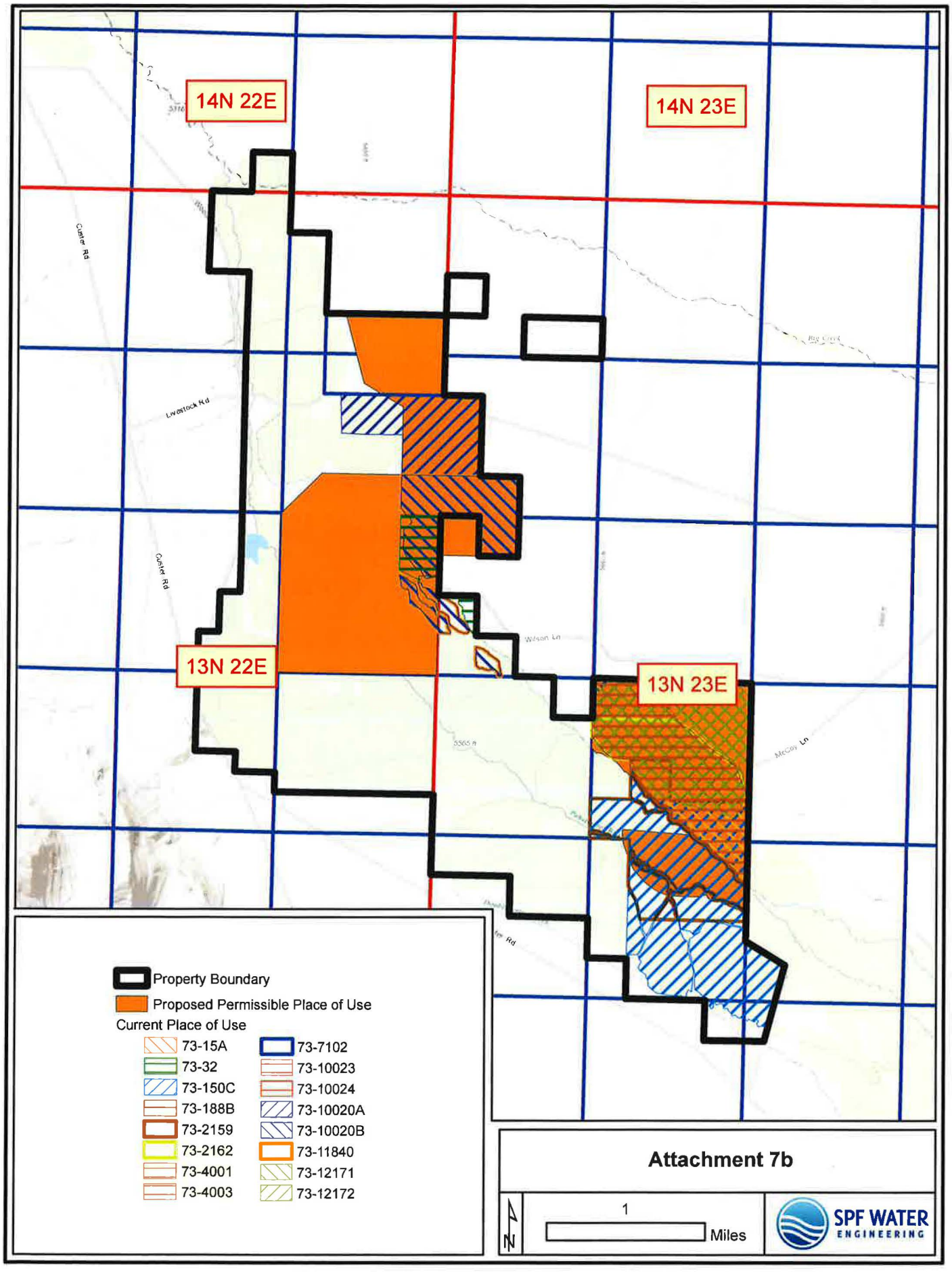
Add'l fee paid _____ Date _____ Receipted by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)



RECEIVED
MAY 15 2018
DEPARTMENT OF WATER RESOURCES


14N 22E
14N 23E
14N 24E
13N 22E
13N 23E
13N 24E
12N 22E
12N 23E
12N 24E
Big Creek
Mill Creek
Goldburg Creek
Pahsimeroi River
Proposed Permissible Place of Use
Property Boundary
Point of Diversion
73-15A, Pahsimeroi R.
73-32, Big Creek
73-150C, Pahsimeroi R.
73-188B, Bear Creek
73-2159, groundwater
73-2162, groundwater
73-4001, Pahsimeroi R.
73-4003, Pahsimeroi R.
73-7102, groundwater
73-10020A, groundwater
73-10020B, groundwater
73-10023, Big Creek
73-10024, Pahsimeroi R.
73-11840, groundwater
73-12171, groundwater
73-12172, groundwater
Attachment 7a
1
Miles
SPF WATER ENGINEERING


14N 22E
14N 23E
13N 22E
13N 23E
Custer Rd
Livestock Rd
Custer Rd
Wilson Ln
McCoy Ln
Property Boundary
Proposed Permissible Place of Use
Current Place of Use
73-15A
73-32
73-150C
73-188B
73-2159
73-2162
73-4001
73-4003
73-7102
73-10023
73-10024
73-10020A
73-10020B
73-11840
73-12171
73-12172
Attachment 7b
1
Miles
N
SPF WATER ENGINEERING

FARMING LEASE
No. C800060
Fying Joseph Ranch, LLC

SUMMARY OF LEASE PROVISIONS:

Lessor:	STATE OF IDAHO By and through the State Board of Land Commissioners 300 North 6th Street, Suite 103 PO Box 83720 Boise ID 83720-0050
Lessee:	Flying Joseph Ranch Attn: Joe Clark 7213 Perimeter Rd. South Seattle, WA 98108
Lease Term:	Commencement: January 1, 2017 Expiration: December 31, 2031
Rent:	The annual rent payment is due on January 1st of each year. **FARMING:** Dryland 31 acres at $45.00 per acre **Other Use:** Hay Storage at $200.00, per annum. Rent terms are more particularly described in *Section 2. Rental Rate and Modification of Rent* of the Lease Provisions.
Leased Premises Legal Description:	See Attachment B The Lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including the Lease Provisions, Signature Page and all Attachments, including any Special Terms and Conditions), does hereby lease and demise unto the Lessee the lands (Leased Premises) described in Attachment B for the uses specified herein.
Primary Use of Leased Premises:	Farming
Bond:	N/A
Liability Insurance:	N/A
Lease Index:	SUMMARY OF LEASE PROVISIONS LEASE PROVISIONS SIGNATURE PAGE ATTACHMENT A – SPECIAL TERMS AND CONDITIONS ATTACHMENT B – LEASED PREMISES LEGAL DESCRIPTION ATTACHMENT C – SITE MAP(S) ATTACHMENT D – REPORTS ATTACHMENT E – SAGE GROUSE CONSERVATION MEASURES

LEASE PROVISIONS

1. **Use of Premise.**

   A. Farming Use. The Lessee is authorized to use the number of acres identified on this lease as cropland. The location and management of said acres shall be designated in this written Lease. Said use shall be in accordance with this Lease, the Lessee's approved Summary of Lease Provisions, Lease Provisions, and all Attachments, including any Special Terms and Conditions attached hereto. No use of the leased land for cropping purposes shall occur prior to the final approval of the written Lease by Lessor. Lessee shall pay to Lessor an additional rental for the identified acres of cropland whether cultivated or not in an amount determined by Lessor pursuant to Lessor's current cropland rental policy, along with the annual base rental payment as set forth in *Section 2. Rental Rate and Modification of Rent* of these Lease Provisions.

2. **Rental Rate and Modification of Rent.**

   A. Annual Rent Payment. Lessee agrees to pay to Lessor, in lawful money of the United States, each year's rent for every acre and/or AUM covered by this Lease, in an amount to be calculated pursuant to Lessor's most current formulas for each applicable use at the time the rental is calculated or recalculated. The rent shall be payable on or before the annual rental payment due date of each successive year. Lessee shall pay the annual rental to Lessor without abatement, offset, or deduction of any kind, unless otherwise authorized by the Lessor through a completed Lease Adjustment form provided by the Lessor. Lessor reserves the right to increase or decrease the annual rent. Lessee will be notified one hundred eighty (180) calendar days in advance of the due date of any increase in rental.

   B. Late Payment Charge. In the event any rent due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency the amount of twenty-five dollars ($25.00) or one percent (1%) of the unpaid rent, whichever is greater. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid delinquency. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.

   C. Lien. The amount of the rent, late charge, and interest shall constitute a lien in favor of the State of Idaho against all of Lessee's improvements and other property on the Leased Premises, including, but not limited to, crops and livestock.

3. **Lease Provisions and Special Terms and Conditions.**

   A. Lease Provisions and Special Terms and Conditions. Prior to issuance of this Lease, Lessee and Lessor must agree to written Lease Provisions and any Special Terms and Conditions. The content of the Lease Provisions and any Special Terms and Conditions shall address all activities that may take place under this Lease and include, but not be limited to, farming, the construction of improvements, the vegetation, noxious weed control and other factors identified by Lessor as necessary for inclusion in the Lease Provisions and any Special Terms and Conditions based on the specific characteristics of the Leased Premises and/or of Lessee's use of the Leased Premises.

   B. Modification of Lease Provisions and Special Terms and Conditions. Lessor may review and modify any Lease Provisions or any Special Terms and Conditions upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to Lessee instituting any changes, Lessee must submit, in writing, the proposed

changes to Lessor for approval. No changes shall occur prior to Lessor's written approval of the amended Lease Provisions and any Special Terms and Conditions. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.

C. Compliance Required. Lessee shall abide by all Lease Provisions and any Special Terms and Conditions. If Lessee fails to abide by all Lease Provisions and any Special Terms and Conditions, Lessee will be deemed in breach of this Lease and the Lease will be subject to cancellation in accordance with *Section 17. Lessee's Default,* of these Lease Provisions.

D. Reimbursement for Non-Standard Administrative Costs. The Lessee shall reimburse the Lessor for administrative costs incurred to address issues of compliance. Lessor's request for payment to Lessee will include a detailed description of the work completed and actual expense incurred.

E. See Attachment A of this Lease for any Special Terms and Conditions in effect as of the date of execution of this Lease.

4. Subleasing or Assignment.

A. Written Approval Required. Lessee shall not sublease or authorize another person to use any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the Leased Premises or any part of the Leased Premises or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to, but not limited to, to the existing Lease Provisions and any Special Terms and Conditions. The sublease cannot go beyond the Lease expiration date.

B. Additional Rental Due. In the event the Leased Premises is subleased in accordance with all terms and conditions of *Section 4. Subleasing or Assignment* of these Lease Provisions, for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.

C. Improvements. Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.

D. Copies to be Filed. Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the Leased Premises by another person shall be timely filed with Lessor.

5. Leasehold Mortgage.

Lessee shall not mortgage, pledge or otherwise dispose of Lessee's interest in the Lease, or any portion thereof, without prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and appropriate fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the Lease term. Lessor may accept or reject a leasehold mortgage at its discretion.

6. Environmental, Safety and Sanitary Requirements.

A. No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Leased Premises except the customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall

be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction of any hazardous waste, substances or materials onto the Leased Premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the Leased Premises including, but not limited to, crops.

B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention. Lessee agrees to keep the Leased Premises free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.

C. Sanitary Requirements. Concerning activities authorized under this Lease, Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter so the Leased Premises is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. The Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

7. No Warranty of Suitability - Quiet Enjoyment - Public Use.

A. No Warranty. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by Lessee. Lessee acknowledges that it has accepted the Leased Premises in an AS IS CONDITION, accepting any and all known or unknown faults therein.

B. Quiet Enjoyment. Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the Leased Premises, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the Leased Premises, or to grant rights to others for use of the Leased Premises, to the extent any such use does not materially interfere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.

C. Public Use. Lessee must allow the general public the right to use the Leased Premises for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands, including the Leased Premises. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

8. Water Right and Water Use.

i. Water Rights Held by Lessee or Third Parties. Lessee represents that the following water rights are held by Lessee, or are held by a third party from which permission to exercise the right has been obtained by Lessee, for use on, or diversion from, the Leased Premises.

Water Right No.:73-2159 Flying Joseph Ranch, LLC, 73-2162 Flying Joseph Ranch, LLC, 73-2165 Flying Joseph Ranch, LLC, 73-7102 Flying Josesph Ranch, LLC, 73-10020A Flying Joseph Ranch, LLC, 73-10020B Flying Joseph Ranch LLC, 73-11840 Flying Joseph Ranch, LLC, 73-12171 Flying Joseph Ranch, LLC, 73-12172 Flying Joseph Ranch, LLC.

ii. The water right(s) identified in subsections [8(A)(i) and (ii)] include each and every water right that Lessee, or its authorized agent, will use on, or divert from, the Leased Premises.

B. Future Water Rights and Water Use Generally. The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Leased Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:

i. To drill and use a water well,
ii. To develop and use any source of water,
iii. To cause any water to be conveyed off the Leased Premises,
iv. To bring water onto the Leased Premises.

C. Water Systems. If water is supplied to the Leased Premise by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice of Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure or, damage to, or termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.

D. Improvements in Aid of Water Use. Improvements (pre-existing or future) made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the permit requirements of this Lease.

E. No Right of Access to Water Rights Upon Expiration or Termination of Lease. Upon Expiration or Termination of this Lease, the Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of the Lessor.

9. Noxious Weeds.

A. The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of the Lessee, unless otherwise provided for in the Special Terms and Conditions included in Attachment A.

B. The Lessee shall ensure that prior to moving onto the Leased Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on any state endowment land, including the Leased Premises.

C. All straw and forage used for livestock feed, with the exception of that grown on the Leased Premises or on Lessee's immediately adjacent land, must be certified in accordance with the Idaho Department of Agriculture Forage and Straw Certification Rules (IDAPA 02.06.31) and must be certified as Idaho State Noxious Weed Free.

10. Construction of Improvements.

A. Permit Required. Lessee shall not construct or reconstruct, initiate or place improvements or structures of any character (herein referred to as "improvements") on or to the Leased Premises without the prior expressed, and written permission of Lessor. Said permission shall be in the form of a permit issued by

Lessor, and shall be required for any improvement or structure on the Leased Premises including, but not limited to, range improvements, buildings or other structures, water developments, fences, vegetation treatment, or the clearing of land. Lessee shall submit project plans to the Lessor. If the project plans are approved and permitted in writing by Lessor, then Lessee shall construct and implement the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or this Lease. Failure to obtain a written permit prior to construction and implementation of any improvement will be considered a trespass violation and may result in cancellation of the Lease or cause the Lessor to initiate proceedings to recover damages as provided for in IDAPA 20.03.14. Any improvement associated with the uses authorized in this Lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.

B. Condition of Improvements. At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.

C. Maintenance of Improvements. Lessee may be required to remove or reconstruct improvements in poor or non-serviceable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall provide a letter to Lessee informing Lessee of the violation of the Lease. If work is not begun within thirty (30) calendar days and completed in a timeframe specified by the Lessor, Lessor may contract repairs and bill Lessee for actual costs incurred.

D. Removing Improvements. Lessee shall not remove, relocate or otherwise alter any improvements without prior written permission from Lessor.

E. Cost of Improvements. Any permitted improvement constructed by or at the request of Lessee, shall be constructed at Lessee's own expense, unless Lessor and Lessee shall have entered into a prior written cost sharing agreement for construction of such improvement.

F. Permitted Improvements At Lease Expiration/Termination. Upon expiration or termination of this Lease for any reason, other than a default by Lessee, and in the event Lessor leases the Leased Premises to a new lessee, Lessor shall require the new lessee to pay Lessee the then existing value of the permitted improvements in accordance with the then existing statutes and rules. Said value shall be determined through a valuation conducted by Lessor or by Lessee's documented cost of construction if the improvement was authorized after July 1, 2009. Improvement payments shall be first applied towards any rent or other monies due to Lessor before being disbursed to Lessee. Lessor does not hereby agree or become obligated to pay any such value to Lessee, such obligation shall be solely on the subsequent lessee, if any. Any improvement which Lessee is entitled or required to remove upon expiration of the Lease must be removed within six (6) months of the expiration of the Lease, otherwise it is deemed abandoned and title to such abandoned improvement shall vest in the State of Idaho. Provided, however, Lessor may authorize, in writing, prior to the expiration of the six (6) month time period, additional time for removal of improvement(s) by Lessee. Failure of Lessee to remove any such improvement within the extended time period established by Lessor shall constitute an abandonment of Lessee's rights to such improvement.

G. Improvements Not Approved. At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the Leased Premises without a prior permit from Lessor. The full cost of such removal, including the restoration of the Leased Premises, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the Leased Premises without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.

H. Lessor's Removal of Improvement. Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the Leased Premises. Nothing in this section of the Lease shall relieve Lessee from the obligation to

remove any improvement as required by Lessor under other terms within this Lease or the permit authorizing the improvement.

11. No Liens.

Lessee will not permit or suffer any liens of any kind or nature to be effected on or enforced against the Leased Premises, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Leased Premises at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the Leased Premises pursuant to this Lease and for any and all persons who perform labor on the land.

12. Sale, Exchange or Change in Use of Leased Premises.

A. Sale. Lessor may sell all or any portion of the Leased Premises during the term of this Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at the time the proposed sale is scheduled for submission to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. When creditable improvements are present, and Lessee delivers possession of the land, Lessor shall value them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements by the purchaser on the day of sale. Lessee shall have the rights provided by *Section 10. Construction of Improvements, F. Permitted Improvements At Lease Expiration/Termination* of these Lease Provisions. and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the Leased Premises by Lessee.

B. Consent To Land Exchange. Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of any such land, or portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. In the event Lessor chooses to include the Leased Premises, or any portion thereof, in any proposed land exchange in the future, Lessor shall provide Lessee with at least thirty (30) days written notice from the Director of the Department of Lands. Upon the consummation of the proposed land exchange, that portion of lands included within the exchange shall be deleted from this Lease, and Lessee's lease payment obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the lands included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the lease payment for such year shall be prorated.

C. Change in Use. The Lease may be cancelled in whole or in part upon one hundred eighty (180) calendar days written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. In the event of early cancellation due to change in land use, Lessee will be entitled to a pro rata refund of the premium bid for a conflicted lease.

13. Relationship of the Parties.

Lessee is not an officer, employee or agent of Lessor. In no event shall any official, officer, employee or agent of Lessor or of the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

14. Reservations by Lessor.

Lessor expressly reserves and excepts the following rights:

A. To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any purpose, including, but not limited to, the purpose of inspecting the Leased Premises.

B. All rights not expressly granted to Lessee under this Lease, including, but not limited to, all rights to timber, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, water, and fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor.

C. To grant easements and rights-of-way over and across the Leased Premises. Lessor shall coordinate with Lessee before processing any easement applications on the Leased Premises. The grantee of such easement shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the easement. Said value shall be determined by Lessor's valuation.

D. To issue other leases on the Leased Premises. Such other leases may be for any purpose deemed appropriate by Lessor, including, but not limited to, the exploration and development of oil, gas, geothermal and mineral resources as provided by Title 47, Idaho Code. In the event any such other lease is granted by Lessor, the other lessee shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the other lease. Said value shall be determined by Lessor's valuation. If the other lease conflicts with the grazing use or makes consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use.

E. To require that changes be made in the use under this Lease, and/or to the improvements on the Leased Premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.

F. To reserve as Lessor's sole property any and all water appurtenant to Lessor's land or from any source arising thereon and to hold water rights for any beneficial use that may be developed as a result of this Lease, and as further provided in *Section 8. Water Right and Water Use* of these Lease Provisions.

G. Rights of ingress, egress, and access, over and across the Leased Premises for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.

H. To change the use of the Leased Premises, in whole or in part, for other uses that will better achieve the objective of Lessor. Upon a change in use this Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to a change in use, the provisions of *Section 10. Construction of Improvements* of these Lease Provisions, relating to compensation for permitted improvements shall apply.

I. To sell timber on the Leased Premises or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the Leased Premises for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.

J. To restrict or prohibit grazing on all or any portion thereof of the Leased Premises in response to emergency conditions such as, but not limited to, fires, flooding and drought.

K. To sell all or any portion of the Leased Premises at any time during the term of this Lease, and as further provided in *Section 12. Sale, Exchange or Change-in-Use of Leased Premises* of these Lease Provisions.

L. To harvest seed from plants on land not under a farming lease. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on farming operations.

M. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.

N. To claim all permanent improvements placed upon the Leased Premises remaining after six (6) months in cases of abandonment by Lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the Lease. No improvements will be disposed of by Lessor until all appeals have been exhausted.

15. Indemnification.

Lessee shall indemnify, defend and hold harmless Lessor, the State of Idaho, its officers, agents and employees from and against any liability, claims, actions, damages, costs, expenses or losses, including reasonable attorney's fees and costs caused by or arising out of the performance, acts or omissions of Lessee, Lessee's agents, officers or employees, or persons using the Leased Premises with Lessee's permission, or otherwise arising out of Lessee's use or occupation of the Leased Premises; or arising from the failure of the same to comply with any applicable state, federal, local, law, statute, rule, regulation, act, or provision of this Lease. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of Lessor, its agents, officers or employees other than claims which arise solely out of negligence on the part of Lessor, and this duty shall survive the termination or expiration of this Lease.

16. Payment of Taxes, Assessments or Fees – Lien.

Unless otherwise provided, Lessee shall pay all water charges, fees, assessments or taxes of whatsoever nature that may be legally levied or assessed against the Leased Premises herein described, or any portion thereof or on any improvements thereto. If the same is not paid, it shall constitute a lien in favor of the State of Idaho against all improvements, or crops growing on the Leased Premises.

17. Lessee's Default.

A. Lessee's Failure to Comply. Lessee's failure to comply with the Lease Provisions and any Special Terms and Conditions shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.

B. Lessor's Performance Upon Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

18. Surrender of Land.

Lessee shall, at the termination or expiration of this Lease, deliver immediate possession and vacate the Leased Premises, leaving it in the same or better condition than it was in at the time of Lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of Lessee, and upon vacating shall leave the demised land free and clear of all rubbish and debris, and with all improvements in good order and condition.

19. Cancellation By Mutual Agreement.

Leases may be cancelled by mutual agreement between the Lessor and the Lessee. The Lessor will not unreasonably withhold approval of a request for cancellation by a Lessee.

20. Notices.

A. Notices. Any notice or any demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.

B. Addresses. Until changed by notice in writing, notice, demands, and communications under this Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise ID 83720-0050

and to Lessee at the address set forth at the beginning of this Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

21. Waiver.

The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

22. Attorneys' Fees and Costs.

In the event Lessor initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, and Lessor prevails, Lessor shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees (including fees from the Office of the Attorney General of the State of Idaho) and to pay all costs and disbursements incurred in such proceeding, including, but not limited to, accountants' fees and fees of appraisers or other experts.

23. Lessee's Compliance with Applicable Laws and Rules.

A. Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing leasing of endowment lands, IDAPA 20.03.14.

B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.

24. Miscellaneous.

A. No Trespass. Lessee shall not allow Lessee's livestock to graze or run at large over any lands of Lessor in a manner not approved within the Lease Terms and Special Provisions, nor shall Lessee authorize any other person to graze or run livestock over Lessor's lands without the express written consent of Lessor.

B. Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state law and regulations, and the then existing policy of Lessor.

C. Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way, easement, lease or contract, including, but not limited to, any present or future timber sale contract, that are now in force and effect or that may hereafter be granted relating to the Leased Premises.

D. Timber. This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by the Lessee or with his knowledge or consent, shall work a forfeiture of this Lease without notice, and said Lessee shall be responsible for damages in the amount of treble the value of the timber used or taken and all other damages. Said timber value to be determined by Lessor.

E. Modification. This Lease may be modified only by a fully executed Lease Adjustment on a form provided by Lessor.

F. Binding on Heirs and Successors. This Lease, including the Lease Provisions and any Special Terms and Conditions, shall inure to the benefit and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties.

G. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.

H. Entire Agreement. This Lease, including the Summary of Lease Provisions, the Lease Provisions, the Signature Page and all Attachments attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.

I. Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State courts located in Ada County in the event of any dispute with respect to this Lease.

J. Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

K. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

This Lease, including the Summary of Lease Provisions, Lease Provisions, Signature Page, and all Attachments, is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners and **Flying Joseph Ranch, LLC.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LESSEE SIGNATURES

x Flying Joseph Ranch (Lessee/Company)

x S.B.J. Clark (Lessee/Company)

x _____ (Lessee/Company)

x _____ (Lessee/Company)

STATE OF WA)
:ss
COUNTY OF KING)

(SEAL)

On this 6th day of SEPT., in the year 2017, before me JUDITH GALFANO, a Notary Public, personally appeared S.B.J. CLARK, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

Notary Public
State of Washington
JUDITH L GALFANO
MY COMMISSION EXPIRES
JANUARY 23, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: Judith L Galfano
Commission Expires: JAN 23 2019

LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

_____
Secretary of the State of Idaho

_____
President of the State Board of Land Commissioners and Governor of the State of Idaho

_____
Director Department of Lands

STATE OF IDAHO)
:ss
COUNTY OF ADA)

(SEAL)

On this _____ day of _____, in the year _____, before me _____, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Lawerence E. Denney, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: _____
Commission Expires: _____

Attachment A
SPECIAL TERMS AND CONDITIONS

Cropland Management/Rotation Strategy:

The Lessee will manage the Leased Premises using Best Management practices appropriate for the local conditions to maintain crop productivity, minimize soil erosion, and limit weed infestations. This will include using low till techniques and the use of herbicides to control broadleaf weedy species and/or wild oats on cropped acres.

The leased premises is managed in conjunction with the Lessee's adjacent cropland to grow hay.

Adjacent Lands:

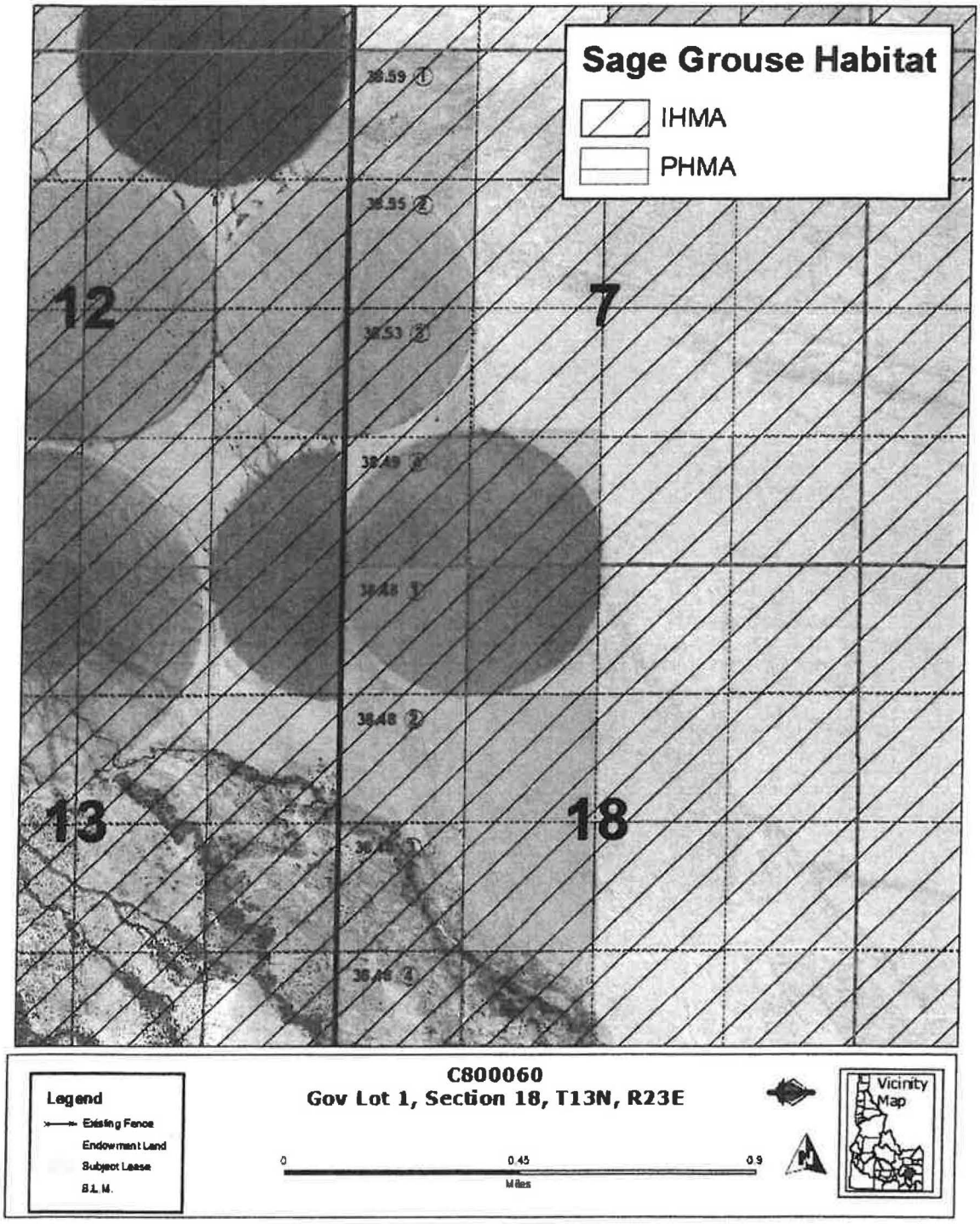
The state lands covered under this lease will be managed in conjunction with adjacent lands. The Lessee must notify the Lessor if control of adjacent lands is lost. Failure to notify the Lessor of a loss of ownership/control will be considered a breach of the lease.

Attachment B
LEASED PREMISES LEGAL DESCRIPTION

TWN	RNG	SEC	Legal Description	County	Endowment	Acres	Wasteland Acres	Irrigated Acres	IHMA
13N	23E	18	Gov Lot 1	Custer	PS	38.48	7.48	31	38.48

Attachment C
SITE MAP(S)

MAP #1



Attachment D
ANNUAL CROP PRODUCTION REPORT

REPORTING YEAR 20___

Lease No.: _____ Lessee Name: _____

FSA Office: _____ Farm Number: _____ Tract No(s).: _____

Please fill out the information below as it applies to your lease/farm. On the back of this form, please explain your cropping schedule/rotation plan for the next two years.

CONSERVATION RESERVE PROGRAM (CRP)

Acres of State Lease in CRP: _____ Annual Payment / acre: _____

CROPS PLANTED ON LEASE IN 20___

NONE (explain): _____ (fallow, enrolled in CRP, etc.)

Dryland – acres: _____ Yield: _____

Irrigated – acres: _____ Yield: _____

CROP 1 – type: _____ *(wheat, barley, hay, etc.)*

Dryland – acres: _____ Yield: _____

Irrigated – acres: _____ Yield: _____

CROP 3 – type: _____ *(wheat, barley, hay, etc.)*

Dryland – acres: _____ Yield: _____

Irrigated – acres: _____ Yield: _____

FEDERAL PAYMENTS FOR ACRES IN LEASE IN 20___ (Production Flexibility Contract)

Wheat – acres: _____ Yield: _____ Payment Rate: _____

Barley – acres: _____ Yield: _____ Payment Rate: _____

Specify if Other Crop:

_____ – acres: _____ Yield: _____ Payment Rate: _____

_____ – acres: _____ Yield: _____ Payment Rate: _____

SIGNED: _____ _____

LESSEE **DATE**

********** Area and Bureau Office Use Only **********

Form Distribution: 1) Bureau Copy
2) Area Copy

(IDL DATE STAMP)

Attachment E
Special Terms and Conditions

SAGE GROUSE CONSERVATION MEASURES

In accordance with Executive Order No. 2015-04 and the Idaho State Board of Land Commissioners Greater Sage-Grouse Conservation Plan (LB SG Plan), the following conservation measures (CMs) will apply to all lands within this Lease which are within sage-grouse Priority Habitat Management Areas (PHMAs) or Important Habitat Management Areas (IHMAs) as identified in the LB SG Plan, as amended from time to time. In the event of a conflict between the location of the PHMAs and IHMAs identified in the LB SG Plan and Exhibit C hereto, the LB SG Plan shall control. The most recent version of the LB SG Plan can be found at Idaho Department of Lands (IDL) website.

For proposed activities by third parties on state endowment trust lands in PHMA and IHMA, IDL will implement CMs as enforceable stipulations in authorizing documents such as leases. With the high diversity of terrain and vegetation types within the sage-grouse region of Idaho, it is difficult to design a "one size fits all" set of CMs. Science and technology also change over time and new options or alternatives may be proposed as part of a site-specific management plan. Site-specific management plans submitted by applicants or lessees should provide equal or better results than the CMs described below. IDL and lessee agree to cooperate in the development of site-specific management plans, including but not limited to vegetative fuels control, range improvement construction, and sage-grouse conservation projects. Site-specific management plans will be reviewed and approved by the appropriate IDL staff. When anticipated results are uncertain, IDL will confer with the Idaho Department of Fish and Game (IDFG) prior to approving any site-specific management plan.

I. Improvement, Construction, and Conservation Projects

A. Consistent with Section 10. of this Lease, all improvement and construction projects will require written authorization from IDL prior to installation. Project proposals must be submitted to IDL for consideration and may be subject to a habitat analysis by the IDFG. Upon written authorization by IDL, project installation and construction will require full compliance with conservation measures identified in the LB SG Plan.

B. Existing Improvements: If improvements in existence at the time this Lease is executed are identified by IDL, IDFG, or the Lessee within PHMAs and IHMAs that are not in compliance with the LB SG Plan, IDL will assess the impact of the improvements on a case-by-case basis. When needed IDL will consult with IDFG to determine what, if any, mitigation is necessary based on the specific circumstances of the site.

C. Conservation Projects within PHMAs: Because PHMAs include characteristics such as existing high-quality sagebrush habitat; highest sage-grouse breeding densities; have been identified as essential to conservation and persistence of the species; and are of importance to the conservation of the species range-wide, these lands will be prioritized by IDL for management and conservation actions. Such actions could include, but are not limited to, a review and subsequent amendment of the existing livestock grazing management plan that is part of this Lease; analysis and mitigation of existing range improvements; and priority consideration for conservation projects that provide landscape-level enhancements to habitat.

II. Fuels Management

A. IDL and Lessee agree to communicate and work together to develop written targeted grazing fuels management plans, implement fuels reduction projects, and use targeted grazing as a treatment to reduce vegetative fire fuels, reduce annual grass densities, and to enhance and protect PHMAs and IHMAs, when appropriate.

III. Invasive Plant Species

A. Vehicles and equipment operated by Lessees that will travel off approved/designated transportation routes will be inspected and cleaned of seeds and propagules by Lessee or Lessee-directed personnel to prevent the spread of invasive and noxious plant species.

B. Lessee and Lessee-directed personnel will inventory and monitor invasive and noxious plant species throughout the term of the Lease and report such activities to IDL.

C. Reclamation activities conducted by or directed by Lessee will include the use of certified weed-free seed mixes approved by IDL. All materials used for reclamation (mulch, straw, etc.) will be certified weed free by the appropriate federal or State of Idaho agency.

D. Lessee will use best management practices and appropriate treatments including chemical, mechanical and biological to treat invasive and state listed noxious plant species, in accordance with Section 9. Noxious Weeds, of the lease terms.

IV. Range Management/Livestock Grazing

A. Livestock management and leks.

I. At the time of execution of this Lease, IDL agrees to work with Lessee in the identification of occupied Sage-grouse leks and will provide a map to Lessee showing the current location of occupied leks, as identified by IDFG.

II. March through May are identified as seasonal lek periods within PHMA and IHMA depending on habitat elevation, and as such, require flexibility in site-specific management plans. IDL agrees to work with Lessee on site-specific managment plans within grazing allotments, including livestock turn-out dates when allotment dates are in direct conflict with above noted identified seasonal lek periods. When possible, Lessee agrees to avoid identified leks with placement of sheep camps, bed grounds, and herding or related activities near active leks so as not to disturb displaying birds.

III. Once such leks are identified, IDL will work closely with Lessees, local working groups, and/or IDFG to identify mutually agreed upon alternative sites or herding routes that eliminate or reduce disturbance, if possible. In selecting such alternative sites/routes, focus will be on areas away from leks and that do not provide breeding habitat characteristics, where feasible.

B. Livestock management and late brood rearing habitat.

I. Due to the preference of forbs by domestic sheep, IDL will communicate and work with Lessee in sheep herd managment within PHMAs and IHMAs, and on approprpriate use of grazing management techniques, when possible, that promote and maintain a diversity of desirable annual and perennial forbs including:

a. Alternate or rotate areas for spring turnout.
b. Promote light, once-over use of vegetation, as opposed to repeated use during the same season by the same band or successive bands of sheep.
c. Ensure that foremen, herders and sheep camp tenders are informed of management and movement requirements, such as related to the avoidance of recent burns, burned area rehabilitation seedings or other restoration sites.
d. Employ open (loose) herding of sheep as opposed to tightly bunched sheep.

II. Lessee agrees to manage grazing of riparian areas, meadows, springs, and seeps in a manner that promotes vegetation structure and composition appropriate to the site. IDL recognizes that in some cases, (e.g., enclosed meadows) the availability and quality of herbaceous species may be improved by periodic grazing use and would be addressed in the Grazing Management Plan approved by IDL.

III. In agricultural fields where sage-grouse use has been documented or is likely, Lessees shall avoid or limit use of alfalfa by livestock after the last cutting, to provide residual alfalfa for use by sage-grouse broods. This section ONLY applies to agricultural fields under a Cropland Lease.

C. Livestock management during periods of drought.

I. IDL will cooperate with Lessees as needed during periods of drought to minimize the additional stress placed on herbaceous species. This is anticipated to reduce impacts on perennial herbaceous cover, plant species diversity and plant vigor.

D. Placement of salt and mineral supplements.

I. Lessee should place any salt or mineral supplements in existing disturbed sites, areas with reduced sagebrush cover, seedings or annual grass sites to reduce impacts to sage-grouse breeding habitat. Where feasible, Lessee should use salts or mineral supplements to improve management of livestock for the benefit of sage-grouse habitat.

E. Placement of fences and other structures.

I. All fencing, corral, other infrastructure placement, construction, and any movement of existing fencing, corrals or other infrastructure within PHMAs and IHMAs requires IDL written approval (see Section 10. of this Lease) and may be subject to IDFG analysis prior to such written approval. IDL will work closely with IDFG to identify fences within PHMA and IHMA that need to be marked or moved to protect sage-grouse.

II. IDL and Lessee agree to use USDA-NRCS Fence Collision Risk Tool data, as amended from time to time and local knowledge to determine low, medium or high risk levels around occupied leks. IDL and Lessee agree to cooperate in the flagging of new and existing wire fence segments, in high risk areas, with collision diverter markers as defined by USDA-NRCS design practice specifications. Examples of high risk areas include fencing with characteristics such as evidence of grouse fence strikes, gentle topography near a lek or fences that bisect winter concentration areas. IDL and Lessee agree to flag fences in riparian areas, near lek locations, and other sensitive areas specifically identified by either IDL or IDFG.

III. In addition to the requirements of Section 10. of this Lease, IDL will consider the impacts on sage-grouse when determining whether to authorize the placement of new fences and structures. IDL will not approve construction of fencing and other structures within 1 km (0.62 mi) of occupied leks, as determined by IDFG, unless authorized in writing by IDFG. Lessee shall place tall structures including but not limited to corrals, loading facilities, water storage tanks, windmills etc., as far as possible from occupied leks to reduce opportunities for perching raptors. Careful consideration, based on local conditions, will be given by IDL when authorizing the placement of new fences or structures near other important seasonal habitats (winter-use areas, movement corridors etc.). In order to reduce potential impacts, fence markers will be used to mitigate mortality within areas identified by IDL, IDFG or Lessee.

F. Design and placement of water developments.

I. In addition to the requirements of Section 10. of this Lease, spring developments authorized by IDL will be designed to maintain or enhance the free-flowing characteristics of springs and wet meadows. IDL and Lessee agree to cooperate in the retrofit of all water developments during normal maintenance activities to maintain or enhance lentic, riparian properties and minimize annual maintenance.

II. In addition to the requirements of Section 10. of this Lease all livestock troughs and open water storage tanks authorized by IDL will be fitted with wildlife escape ramps / ladders to facilitate the use of and escape from troughs by sage-grouse and other wildlife. IDL and Lessee agree to cooperate in the installation and retrofit of troughs/tanks with wildlife escape ramps that meet USDA-NRCS practice design requirements and specifications.

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

July 27, 2018

FLYING JOSEPH RANCH LLC
7299 PERIMETER RD S
SEATTLE, WA 98108-3806

RE: Transfer No. 81963
Water Right No(s). 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the CHALLIS MESSENGER, RECORDER HERALD, TIMES NEWS, IDAHO STATESMAN, LEWISTON TRIBUNE, POST REGISTER, TIMES NEWS on 8/2/2018 and 8/9/2018. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist

CC: JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM, ID 83340

SPF WATER ENGINEERING LLC
C/O ROXANNE BROWN
300 E MALLARD DR STE 350
BOISE, ID 83706

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

July 27, 2018

IDAHO DEPT FISH AND GAME
ATTN: JEFF RICHARDS
99 HWY 93 N
SALMON ID 83467

RE: Application for Transfer No. 81963

Dear Interested Party:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced water right applications. You can find a copy of the applications at:
http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx.

This office can publish notice of the applications as soon as the initial review is completed; therefore, your prompt response to this request is appreciated. If your agency desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest along with a $25.00 filing fee within 10 days after final publication.

Please contact this office if you have any questions regarding the application.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist II

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

July 27, 2018

USDI
BUREAU OF LAND MANAGEMENT
1206 S CHALLIS ST
SALMON ID 83467

RE: Application for Transfer No. 81963

Dear Interested Party:

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced water right applications. You can find a copy of the applications at: http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx.

Please note, the purpose of this transfer in part is to remove a point of diversion located on BLM property.

This office can publish notice of the applications as soon as the initial review is completed; therefore, your prompt response to this request is appreciated. If your agency desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest along with a $25.00 filing fee within 10 days after final publication.

Please contact this office if you have any questions regarding the application.

Sincerely,

Jean Hersley

Jean Hersley
Technical Records Specialist II

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 E FRONT ST STE 648 • PO BOX 83720 • BOISE ID 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 27, 2018

WATER DISTRICT #73
TED O NEAL
11 O NEAL LN
MAY ID 83253

RE: Transfer No. 81963
Water Right No(s): 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102

Dear Ted:

The Department of Water Resources is seeking written comment and/or recommendations from you regarding the above referenced water right application for transfer. You can find a copy of the application at: http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the water master, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

State of Idaho
Department of Water Resources
Transfer of Water Right(s)
RECOMMENDATION FORM

Transfer Application No.: 81963 **Water Right No(s):** 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102

Transfer Applicant's Name: FLYING JOSEPH RANCH LLC
7299 PERIMETER RD S
SEATTLE WA 98108-3806

Water master's Recommendation:

a) _____ I do not oppose approval of this application.

b) _____ I do not oppose approval of this application if it is conditioned as follows:

c) _____ I oppose approval of this application for the following reasons:

d) _____ Additional comments:

Dated this _____ day of _____ , 2018

Water District No. 73

_____

Water master's Signature

_____

Printed Name

Hersley, Jean

From: Hersley, Jean
Sent: Friday, July 27, 2018 8:43 AM
To: Yenter, Cindy
Subject: Comments or concerns with Transfer 81963
Attachments: Letter via email to watermaster 170.docx

Please read the attached letter and return the recommendation form to me. The transfer documents will be scanned by the end of the day. Let me know if you have any questions.

Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 E FRONT ST STE 648 • PO BOX 83720 • BOISE ID 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 27, 2018

WATER DISTRICT #170 ***via e-mail***
CINDY YENTER
102 S WARPATH
SALMON ID 83467

RE: Transfer No. 81963
Water Right No(s): 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102

Dear Cindy:

The Department of Water Resources is seeking written comment and/or recommendations from you regarding the above referenced water right application for transfer. You can find a copy of the application at: http://www.idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the water master, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

State of Idaho
Department of Water Resources
Transfer of Water Right(s)
RECOMMENDATION FORM

Transfer Application No.: 81963 **Water Right No(s):** 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102

Transfer Applicant's Name: FLYING JOSEPH RANCH LLC
7299 PERIMETER RD S
SEATTLE WA 98108-3806

Water master's Recommendation:

a) _____ I do not oppose approval of this application.

b) _____ I do not oppose approval of this application if it is conditioned as follows:

c) _____ I oppose approval of this application for the following reasons:

d) _____ Additional comments:

Dated this _____ day of _____, 2018

Water District No. 170

_____
Water master's Signature

_____
Printed Name

Hersley, Jean

From: Hersley, Jean
Sent: Friday, July 27, 2018 8:47 AM
To: Clark, Cynthia Bridge
Subject: Transfer 81963

This transfer will be advertised on August 2nd and 9th. Protest end date is August 20, 2018. Documents will be scanned by the end of the day. Please let me know if you have any comments or concerns.

Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942

Hersley, Jean

From: Hersley, Jean
Sent: Friday, July 27, 2018 8:05 AM
To: rhlegals@custertel.net
Subject: Legal notice for your paper

A COPY WILL BE FAXED TO YOU ALSO. Thank you. Jean 208-756-2222 Page 1
July 27, 2018

Legal Notice Department
Recorder Herald
PO Box 310
Salmon ID 83467

RE: Legal Ad for your paper

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notices which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office, PO Box 83720, Boise, Idaho, 83720-0098 before August 20, 2018. Your cooperation is appreciated.

Sincerely

Jean Hersley
Technical Records Specialist II
IDWR State Office
322 E Front St
Boise ID 83720
208-287-4942
jean.hersley@idwr.idaho.gov

****

NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 81963

FLYING JOSEPH RANCH LLC, 7299 PERIMETER RD S, SEATTLE, WA 98108-3806; has filed Application No. 81963 for changes to the following water rights within CUSTER, LEMHI County(s): Right No(s). 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102; The purpose of the transfer is to change a portion of the above rights as follows: create a 1,965 acre permissible place of use for irrigation water rights from Pahsimeroi River, Bear Creek, Big Creek & Ground Water, and remove a diversion point located southeast of the ranch property on BLM land. This area is located east of Pahsimeroi Valley Rd & Bart Lane in Custer & Lemhi Counties.

For additional information concerning the property location, contact IDWR State office at (208) 287-4800; or for a full description of the transfer, please see http://www.idwr.idaho.gov/water-rights/transfers/search.html

Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, 322 E Front St, PO Box 83720, Boise ID 83720-0098 together with a protest fee of $25.00 for each application on or before 8/20/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director Published on 8/2/2018 and 8/9/2018

Hersley, Jean

From: Hersley, Jean
Sent: Friday, July 27, 2018 8:05 AM
To: 'LEGALS@IDAHOSTATESMAN.COM'
Subject: Legal Notice for your paper
Attachments: LegalNoticeTransferMerged.doc

I have attached a legal notice for your paper. Please confirm the notice can be published on the dates proposed. Thank you.

Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 81963

FLYING JOSEPH RANCH LLC, 7299 PERIMETER RD S, SEATTLE, WA 98108-3806; has filed Application No. 81963 for changes to the following water rights within CUSTER, LEMHI County(s): Right No(s). 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102; The purpose of the transfer is to change a portion of the above rights as follows:

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GARY SPACKMAN, Director

Published on 8/2/2018 and 8/9/2018

Hersley, Jean

From: Hersley, Jean
Sent: Friday, July 27, 2018 8:05 AM
To: 'LEGALNOTICES@POSTREGISTER.COM'
Subject: Legal Notice for your paper
Attachments: LegalNoticeTransferMerged.doc

Please confirm this notice can be published on the dates proposed. Thank you.

Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 81963

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GARY SPACKMAN, Director

Published on 8/2/2018 and 8/9/2018

Hersley, Jean

From: Hersley, Jean
Sent: Friday, July 27, 2018 8:05 AM
To: 'LEGALS@LMTRIBUNE.COM'
Subject: Legal Notice for your paper
Attachments: LegalNoticeTransferMerged.doc

Please confirm the notice will be published on the proposed dates. Thank you.

Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 81963

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For additional information concerning the property location, contact IDWR State office at (208) 287-4800; or for a full description of the transfer, please see http://www.idwr.idaho.gov/water-rights/transfers/search.html

Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, 322 E Front St, PO Box 83720, Boise ID 83720-0098 together with a protest fee of $25.00 for each application on or before 8/20/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director Published on 8/2/2018 and 8/9/2018

Hersley, Jean

From: Hersley, Jean
Sent: Friday, July 27, 2018 8:05 AM
To: 'LEGALS@MAGICVALLEY.COM'
Subject: Legal Notice for your paper
Attachments: LegalNoticeTransferMerged.doc

Please confirm this notice will be published on the proposed dates. Thank you.

Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 81963

FLYING JOSEPH RANCH LLC, 7299 PERIMETER RD S, SEATTLE, WA 98108-3806; has filed Application No. 81963 for changes to the following water rights within CUSTER, LEMHI County(s): Right No(s). 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102; The purpose of the transfer is to change a portion of the above rights as follows:

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For additional information concerning the property location, contact IDWR State office at (208) 287-4800; or for a full description of the transfer, please see http://www.idwr.idaho.gov/water-rights/transfers/search.html

Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, 322 E Front St, PO Box 83720, Boise ID 83720-0098 together with a protest fee of $25.00 for each application on or before 8/20/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director Published on 8/2/2018 and 8/9/2018

Hersley, Jean

From: Hersley, Jean
Sent: Friday, July 27, 2018 8:05 AM
To: 'info@challismessenger.com'
Subject: Legal Notice for your paper

A COPY WILL BE FAXED TO YOU ALSO. Thank you. Jean 208-879-5276 Page 1

July 27, 2018

Legal Notice Department
Challis Messenger
PO Box 405
Challis ID 83226

RE: Legal Ad for your paper

Dear LEGAL NOTICE DEPARTMENT:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before August 20, 2018. Your cooperation is appreciated.

Sincerely

Jean Hersley
Idaho Department of Water Resources
320 E Front St
PO Box 83720
Boise ID 83720-0098
208-287-4942 – telephone
208-287-6700 – Fax
jean.hersley@idwr.idaho.gov

****

NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 81963

FLYING JOSEPH RANCH LLC, 7299 PERIMETER RD S, SEATTLE, WA 98108-3806; has filed Application No. 81963 for changes to the following water rights within CUSTER, LEMHI County(s): Right No(s). 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171, 73-12172, 73-150C, 73-15A, 73-188B, 73-2159, 73-2162, 73-32, 73-4001, 73-4003, 73-7102; The purpose of the transfer is to change a portion of the above rights as follows: create a 1,965 acre permissible place of use for irrigation water rights from Pahsimeroi River, Bear Creek, Big Creek & Ground Water, and remove a diversion point located southeast of the ranch property on BLM land. This area is located east of Pahsimeroi Valley Rd & Bart Lane in Custer & Lemhi Counties.

For additional information concerning the property location, contact IDWR State office at (208) 287-4800; or for a full description of the transfer, please see http://www.idwr.idaho.gov/water-rights/transfers/search.html

Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, 322 E Front St, PO Box 83720, Boise ID 83720-0098 together with a protest fee of $25.00 for each application on or before 8/20/2018. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director Published on 8/2/2018 and 8/9/2018

MEMORANDUM

Date: July 24, 2018

To: Transfer 81963

From: Clay Webster

Re: Review & Evaluation of Sufficiency of Information

The department received this application from SPF Water Engineering on behalf of Flying Joseph Ranch on October 18, 2017. The application was placed on hold to allow the consultant to gather other information on two other transfer submittals. This application proposes to authorize 1,830.8 irrigable acres within newly created 1,965 acre Permissible Place of Use (PPU). This transfer application proposes to use authorized irrigable acres with 48 acres of 73-32 and the entirety of 73-2159, 73-150C, 73-15A, 73-188B, 73-4001, 73-10023, 73-10024, 73-4003, 73-2162, 73-12171, 73-12172, 73-7102, 73-10020A, 73-10020B and 73-11840. This PPU is located East of Pahsimeroi Valley Road and Bart Lane in Custer and Lemhi Counties.

They also requested to remove a point of diversion ("POD") located in NESW, T12N, R23E, S2 from all water rights. (73-150C, 73-147A, 73-150D, 73-189 & 73-10040 are all Flying Joseph Ranch LLC water rights with this POD) from the Pahsimeroi River. The amendment received May 15, 2018 added this request to this transfer to remove this POD from water right 73-150C. The other rights were listed on transfer 81964 to remove this POD. This POD is located South of the corner of Hatch Lane and Double Springs Rd in Custer County.

Authority to File:
Current county tax lot data lists ownership of most of the property for this permissible place of use as owned by Flying Joseph Ranch LLC. However, 40 acres proposed within section in NWNW Lot 1 13N,22E,S18, This property is listed on our taxlot data as owned by the State of Idaho. The department requested authorization and received a copy of a farming lease from the Idaho Department of Lands in the name of the applicant good through December 31, 2031. This application was signed by Jo Clark. He is listed on the Idaho Secretary of State Website as a member.

Water Right Validity:
73-32 and 73-11840 were decreed in the SRBA in 2010. 73-15A, 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-10023, 73-10024, 73-4003, 73-12171, 73-12172, 73-7102, 73-10020A, 73-10020B were decreed in the SRBA in 2011.

Injury to Other Water Rights:
This transfer will not authorize any additional diversion of water nor any additional irrigable acres. It will create a permissible place of use of this water system. This application will be advertised to address any concerns of owners of neighboring water rights.

Enlargement of Use:
Combined limit conditions will be carried over from these water rights as well as an overall combined limit to eliminate an enlargement of use.

Overall irrigable acres will be reduced to reflect historical use in this transfer.

73-32 authorizes the irrigation of 73.0 acres. I found an acreage overlap of 34 acres with 73-10020B and 73-11840. The water rights proposed within transfer 81963 currently have a combined limit of 926.0 acres (this is without the addition of the acres accounted for above by 73-32). Additionally 73-7102 authorizes 240.0 acres, 73-10020A authorizes the irrigation of 217.0 acres, 73-10020B and 73-11840

authorize the irrigation of 251.0 acres and 73-12171 and 73-12172 authorize the irrigation of 425.5 acres. 926.0 + 240.0 + 217.0 + 251.0 + 425.5 = 2,059.5 acres. A review of these rights showed that in the last five years 442.8 acres were irrigated of the 926 acres. 174.0 acres were irrigated of the 240.0 acres. 213.8 acres were irrigated of the 217.0 acres. 166.2 acres were irrigated of the 251.0 acres. 141 acres were irrigated of the 425.5 (eliminating the overlapping acres with the 926 acre POU above). Plus the acres from 73-32. Additionally my evaluation shows that there was a 34.0 acre overlap between the place of use of 73-10020B and 73-11840 and 73-32 that was never addressed in past conditions. These acres are identified as 30 acres in **NENE of T13N,R22E,S13** and 4 acres in **SENE of T13N,R22E,S13**. 442.8 + 174.0 + 213.8 + 166.2 + 141 + 48.0 = 1,185.8 acres are available to be transferred. I have no other enlargement concerns at this time.

Local Public interest:
There is a minimum stream flow (MSF) right 73-7045 for the Pahsimeroi River. This proposed transfer will not allow for increased diversions and should not adversely effect the MSF. As proposed, this transfer will clarify the manner that these water rights are currently being used at the place of use. This place of use and the associated points of diversion fall within Water District 73 and 170. Comment will be requested from the watermaster and this application will be advertised to address any local concerns.

Beneficial Use/Conservation of Water Resources:
This proposed transfer will not change the authorized beneficial use under these rights. The transfer appears consistent with the conservation of water resources in Idaho.

Effect on Economy of the Local Area:
No effects are anticipated.

Effect on Agricultural Base of the Local Area:
No effect is anticipated.

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222 Idaho Code preventing processing of this application.

Webster, Clay

From: Webster, Clay
Sent: Thursday, July 12, 2018 2:42 PM
To: 'James Speck'
Subject: RE: Flying Joseph Ranch LLC - Applications for Transfer Nos. 81963 and 81964

Jim,

As you know the last requested information received on this application was June 26, 2018. I am currently working through the application and the answers to requests for information received. I hope to have these applications ready to an advertise soon. Thanks for your patience.

Sincerely,
Clay Webster
Water Rights Supervisor
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

-----Original Message-----
From: James Speck [mailto:jim@speckandaanestad.com]
Sent: Tuesday, July 10, 2018 4:58 PM
To: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Cc: Roxanne Brown (rbrown@spfwater.com) <rbrown@spfwater.com>; Joe Clark (jclark@winglets.com) <jclark@winglets.com>; Troy Zeigler (trz@custertel.net) <trz@custertel.net>
Subject: Re: Flying Joseph Ranch LLC - Applications for Transfer Nos. 81963 and 81964

Clay,

A you know I represent the Applicant in these matters. I have been following your exchange of correspondence and documents with Roxanne Brown and I believe she has adequately addressed all of your requests for information. The Applications were originally filed in October, 2017. How soon can we expect them to be advertised so that we will then know if anyone else has concerns about them?

Thank you.

Jim

James P. Speck
SPECK & AANESTAD
A Professional Corporation
120 East Avenue North
P.O. Box 987
Ketchum, ID 83340
208.726.4421
208.726.0752 (fax)
jim@speckandaanestad.com

SPF WATER ENGINEERING

RECEIVED
JUN 26 2018
DEPARTMENT OF
WATER RESOURCES

June 26, 2018

Clay Webster
Idaho Department of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, ID 83720-0098

Re: Application for Transfer Nos. 81963 and 81964 – June 4, 2018 Request for Additional Information

Dear Clay,

On behalf of Flying Joseph Ranch, we are pleased to submit the additional information you requested in correspondence date June 4, 2018. The information is provided in the order requested.

Enlargement of Water Rights Appurtenant to Pahsimeroi River Farms
As noted in our letter submitted May 15, 2018:

> Flying Joseph Ranch did not choose to convey portions of water rights 73-10041 and 73-12210 to Pahsimeroi River Farms. These two water rights are currently described within a very large place of use, making the per-acre contribution of each right very small. Instead of conveying very small portions of water rights 73-10041 and 73-12210 to Pahsimeroi River Farms, Flying Joseph Ranch elected to use these rights on a smaller area (the original area of use minus 35 acres conveyed to PRF). Since no additional area will be irrigated, Flying Joseph Ranch does not understand this to be an enlargement of the rights. We understand the Department's concern with enlargement, and respectfully request to review and comment on proposed combined use provisions and other Conditions of Approval prior to issuance of the approved transfer. (*Please note this paragraph refers to water right 73-12110, not 73-12210 as originally submitted.)*

The water rights in questions (73-10041 and 73-12110) have very junior priority dates (11/24/1909 and 4/1/1969). Watermaster Ted O'Neal states the rights have never been administered by the water district because they are out of priority prior to regulation each year. Your letter states concern over increased consumptive use, but this seems impossible given the large number of water rights available as the normal season begins each year. As also previously stated, the applicant understands IDWR's concern and looks forward to a review of the Department's decision concerning the use of these rights.

300 E. Mallard Drive, Suite 350, Boise, Idaho 83706 Tel: 208-383-4140 Fax: 208-383-4156

Total Area Irrigated in Previous Five Years
Flying Joseph Ranch lies in the upper Pahsimeroi River Valley. Precipitation on the valley floor averages 8 inches annually[1], thus water users rely heavily on spring runoff of snow from the Lemhi and Lost River mountain ranges to accomplish crop production. Available water is literally "feast or famine". Some years, if snowfall is abundant and runoff occurs at the right time (and is not too fast, not too slow), Flying Joseph is able to use all available water for irrigation on almost every corner of the property through use of existing flood irrigation ditches (many visible on current aerial photography), and distribution through portable handlines. This area, in excellent water years, may exceed the irrigated area authorized by existing water rights, not by design but by the nature of abundant flood irrigation. This is the purpose of the proposed permissible place of use.

Use of Water Right 73-32 in Previous Five Years
The purpose of the transfer applications filed by Flying Joseph Ranch is to correct IDWR's records to reflect actual irrigation practices that have been in place for more than 10 years. As such, water right 73-32 has not been used solely on its currently described place of use for a very long time and should not be reduced based on the existing IDWR shapefile. In fact, the distribution systems combine and convey Big Creek water rights (including 73-32) as detailed in the applications.

Various Overlapping Water Rights and Combined Use Conditions
We understand that several of the historical Flying Joseph Ranch water rights were adjudicated without the use of combined use conditions commonly applied by IDWR to overlapping water rights. We also understand that combined use conditions will be applied during the processing of the transfer applications.

Please contact SPF or Mr. Jim Speck if you have additional questions.

Best Regards,

Roxanne Brown
Sr. Water Rights Specialist

CC: Jim Speck, Joe Clark

Enclosures

[1] "A Reconnaissance of the Water Resources of the Pahsimeroi River Basin, Idaho", IDWR Water Information Bulletin No. 31, 1973

Webster, Clay

From: Roxanne Brown <RBrown@spfwater.com>
Sent: Thursday, June 07, 2018 10:18 AM
To: Webster, Clay; James Speck
Subject: RE: Request for additional information on Transfer Applications 81963 and 81964 Flying Joseph Ranch LLC

Clay – I have reviewed your request and will explain the overlaps identified in the letter. In addition, you appear to have done a § 42-222 forfeiture analysis on the transfer applications. I wonder how this squares with the resumption of use process that can occur at any time?

Roxanne

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

From: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Sent: Friday, June 1, 2018 1:32 PM
To: Roxanne Brown <RBrown@spfwater.com>; James Speck <jim@speckandaanestad.com>
Subject: Request for additional information on Transfer Applications 81963 and 81964 Flying Joseph Ranch LLC

Roxanne and Jim,

The attached request for additional information was sent out today on these applications. Have a great weekend!

Sincerely,
Clay Webster
Water Rights Supervisor
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

Webster, Clay

From: Roxanne Brown <RBrown@spfwater.com>
Sent: Thursday, June 07, 2018 10:05 AM
To: Webster, Clay
Subject: RE: Shapefiles of irrigated acres for Flying Joseph Ranch LLC

Clay – Thank you for this. I have sent a map to the ranch manager to confirm irrigated areas in the last 5 years and the method of irrigation. I'll try and wrap this up as soon as possible.

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

From: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Sent: Friday, June 1, 2018 1:35 PM
To: Roxanne Brown <RBrown@spfwater.com>
Subject: Shapefiles of irrigated acres for Flying Joseph Ranch LLC

Roxanne,

Here are the shape files for the irrigated acres that we found. Thanks.

Sincerely,
Clay Webster
Water Rights Supervisor
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

June 4, 2018

FLYING JOSEPH RANCH LLC
7299 PERIMETER RD S
SEATTLE WA 98108

RE: APPLICATIONS FOR TRANSFER OF WATER RIGHTS
Transfer 81964 - Rights 73-32 (part), 73-147A, 73-147B, 73-147C, 73-150D, 73-189, 73-259, 73-2165, 73-10040, 73-14001, 73-12110 and 73-12146
Transfer 81963 - 73-15A, 73-32 (part), 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-7102, 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171 and 73-12172

Dear Applicant:

The Department of Water Resources (Department) received amendments for Applications for Transfer 81963 and 81964 on the above mentioned water rights on May 15, 2018 in response to a request for additional information sent April 19, 2018. The Department is required to evaluate these applications in accordance with Idaho Code § 42-222. The following issues will need to be addressed prior to the continued processing of these applications.

The first is the enlargement concern of water rights 73-10041 and 73-12110. While the proposal of the reduction of the 35 acres addresses the enlargement of irrigable acres, it does not address the enlargement of the associated rate. Allowing the 0.595 cfs associated with the irrigation of the 35 acres being split off rights 73-10041 and 73-12110 to be applied to other acres, could allow an increase in consumptive use on acres not previously covered by this rate.

The second issue is that a review of irrigated acres found a total of 2,878.2 acres have been irrigated in the last five years on the Flying Joseph Ranch LLC properties instead of the 4,269.4 acres authorized. See attached map showing these irrigated acres. A GIS shape file identifying these same acres will be sent to your consultant.

The result of this analysis, revealed under Right 37-32, proposed to be split between the two transfers, a total of 53 acres was irrigated within the last 5 years instead of the 73 acres authorized.

Further review found there are 34 overlapping acres between the existing place of use for 37-32 and 73-10020B and 73-11840 that were not addressed in any previous conditions. These acres are 30 acres in the NENE of S13, T13N, R22E, and 4 acres in the SENE of S13, T13N, R22E.

There is also an overlap of 3.1 acres in the 2,365.6 acre POU of rights proposed for transfer 81964 and right 73-7102 which was not addressed in previous conditions. These acres are 0.5 acres in NWNE of S12, T13N, R22E, and 2.6 acres in NENW of S12, T13N, R22E.

There was also an overlap of 23.0 acres in the 2,365.6 acre POU of rights proposed for transfer 81964 and right 73-10020A which was not addressed in previous conditions. These acres are 23.0 acres in SWNE of S12, T13N, R22E.

Right 73-189 was reduced by 35 acres due to the ownership change resulting in Right 73-12260. This means a total of 1,652.4 acres with proportionate rates and volumes are available for Transfer 81964 along with a portion of the 53 acres available under Right 73-32.

A total of 1,137.8 acres with proportionate rates and volumes are available for Transfer 81963 along with a portion of the 53 acres available under Right 73-32.

Transfer 81964	Transfer 81963	Right 73-32	**Total Transfer Acres**	Right 73-12260	**Total Irrigated Acres**
1652.4 acres	1137.8 acres	53 acres	**2843.2 acres**	35 acres	**2878.2 acres**

Please provide the Department with any evidence supporting irrigation of additional acres within the last 5 years under the rights proposed transferred beyond those identified on the enclosed map.

Also, specify the manner in which you wish to split the 53 acres identified as irrigated and available for transfer under Right 73-32 between the two transfers.

Return the requested information within 30 days or by July 5, 2018, so that processing of your applications can continue. Failure to provide the requested information in a timely manner may result in the applications being voided.

If you have any questions on this matter, please contact me at (208) 287-4910.

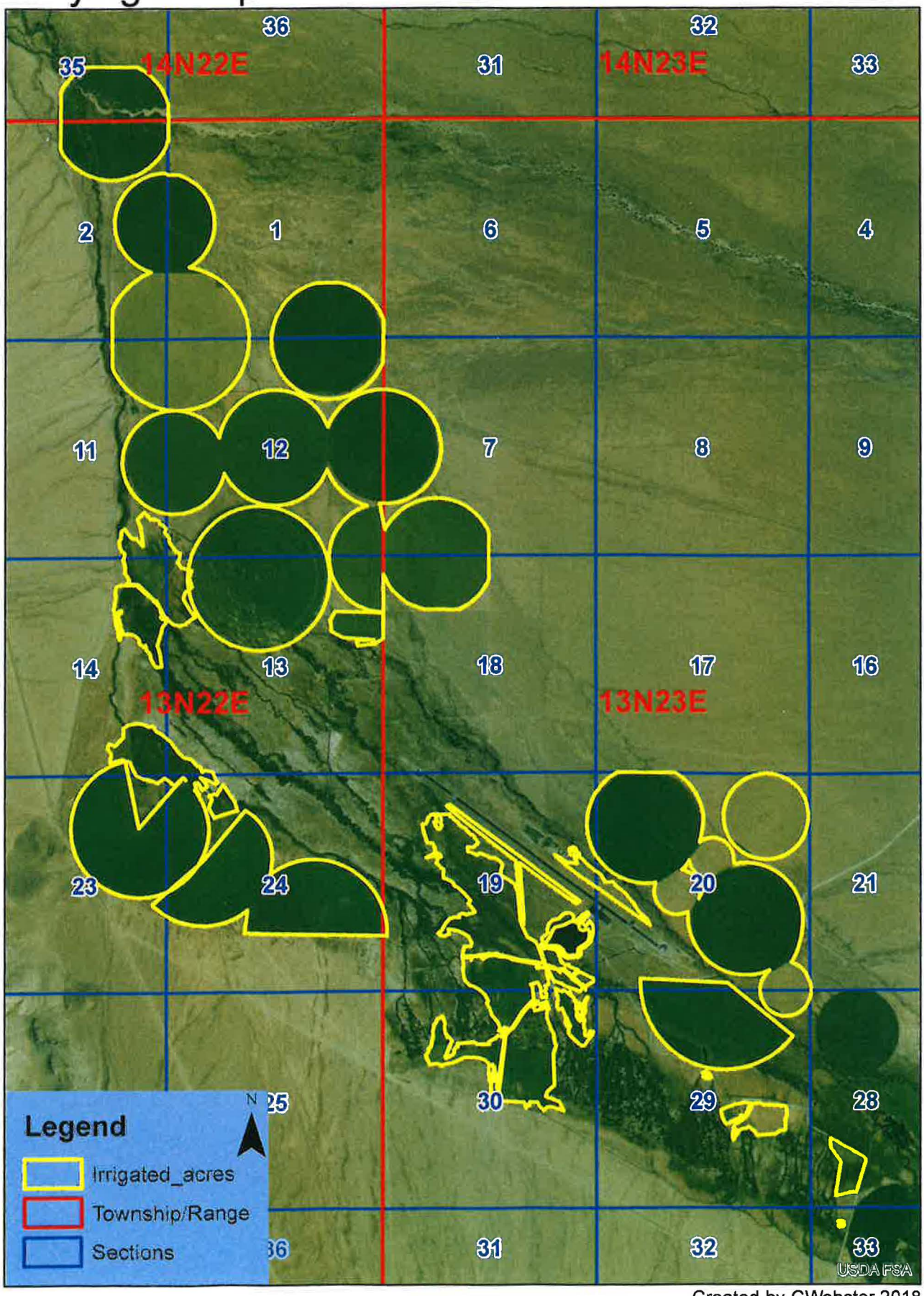
Sincerely,

Clay Webster
Water Rights Supervisor

c. Roxanne Brown – SPF Water Engineering
James Speck – Speck and Aanestad

Enclosure - Map

Flying Joseph Ranch LLC Historical Use Review



Created by CWebster 2018

SPF WATER ENGINEERING

RECEIVED
MAY 15 2018
DEPARTMENT OF WATER RESOURCES

May 15, 2018

Clay Webster
Idaho Department of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, ID 83720-0098

Re: Application for Transfer Nos. 81963 and 81964 – Request for Additional Information

Dear Clay,

On behalf of Flying Joseph Ranch, we are pleased to submit the additional information you requested in correspondence date April 19, 2018. The information is provided in the order requested.

Description of the Proposed Permissible Place of Use
A typographical error has been identified and corrected on the enclosed amendment of Transfer No. 81964.

Property Owned by Pahsimeroi River Farms
After consideration, lands owned by Pahsimeroi River Farms have been removed from proposed Transfer No. 81964. The corrected place of use is shown on the amended transfer application submitted with this correspondence.

Property Owned by Idaho Department of Lands
We believe Farming Lease No. C800060 approved by the Idaho Department of Lands and signed by Flying Joseph Ranch on September 6, 2017 is sufficient evidence of the applicant's authorization to file Transfer Application 81963. A copy of the lease is enclosed.

Enlargement of Water Rights Appurtenant to Pahsimeroi River Farms
A portion of water right 73-189 was conveyed by Flying Joseph Ranch to Pahsimeroi River Farms (PRF) at the time of the sale of land in the SWSE Section 35, T14N R22E. PRF changed ownership of their portion of 73-189 (now numbered 73-12260) and filed Application for Transfer No. 81861 to correct the place of use description of the water right and authorize irrigation of the PRF land.

Flying Joseph Ranch did not choose to convey portions of water rights 73-10041 and 73-12210 to Pahsimeroi River Farms. These two water rights are currently described within a very large place of use, making the per-acre contribution of each right very small. Instead of conveying very small portions of water rights 73-10041 and 73-12210 to Pahsimeroi River Farms, Flying Joseph Ranch elected to use these rights on a smaller area (the original area of use minus 35 acres conveyed to PRF). Since no additional area will be irrigated, Flying Joseph Ranch does not understand this to be an enlargement of the rights. We understand the Department's concern with enlargement, and respectfully request to review and comment on proposed combined use provisions and other Conditions of Approval prior to issuance of the approved transfer.

300 E. Mallard Drive, Suite 350, Boise, Idaho 83706 Tel: 208-383-4140 Fax: 208-383-4156

Surface Water Conveyance to Northern Pivots
Surface water to the five northern pivots is supplied to the pipeline shown on the map included with Transfer Application 81964 through an open ditch. Water from Big Creek, Goldburg Creek and the Pahsimeroi River are diverted (or rediverted) from the Pahsimeroi River channel in the SWSE, Section 20, T13N, R23E and flows in a series of ditches to the beginning of the pipeline located in the SWNW, Section 13, T13N, R22E. Water from Spring Creek is delivered through the same system of ditches to the pivot pipeline in Section 13.

Map of Conveyance and Distribution System for Proposed Transfer Nos. 81963
Please see the enclosed map labeled "Transfer Application No. 81963 Conveyance and Distribution System". The following details are provided to clarify the distribution system:

- Bear Creek is diverted near its confluence with "Ditch Creek" which appears to be a constructed ditch, rather than a natural stream channel. From there, Bear Creek water is injected into Goldberg Creek, then injected into the Pahsimeroi River, and rediverted at two points of diversion located in Section 18 and Section 28, T13N, R23E.
- Big Creek water is conveyed in the California Ditch, injected into the Pahsimeroi River, and rediverted at two points of diversion in Section 18 and Section 28.
- Groundwater wells are located as shown on the map. Groundwater is distributed in a series of pipelines also shown on the map.
- Surface water (Big Creek, Bear Creek, and the Pahsimeroi River) is combined with groundwater and distributed through the existing pipelines.
- Combined groundwater and surface water is distributed outside of existing pivots through a series of ditches and/or sprinkler systems depending on available annual water supply.

Removal of a Point of Diversion
Amended Transfer Application No. 81964 identifies a point of diversion to be removed from all water rights identified on the application. This includes water rights 73-147A, 73-150D, 73-189, and 73-10040. Your correspondence is correct; water right 73-150C is not listed on Transfer Application No. 81964. An amended Point of Diversion Supplement page is enclosed. The amended supplement should be added to Transfer Application No. 81963 to clarify the proposed removal of the point of diversion in the NESW, Section 2, T12N, R23E. No other changes to the points of diversion of water rights listed on Transfer Application No. 81963 are proposed.

Please contact SPF or Mr. Jim Speck if you have additional questions.

Best Regards,

Roxanne Brown

Roxanne Brown
Sr. Water Rights Specialist

CC: Jim Speck, Joe Clark

Enclosures

Webster, Clay

From: Roxanne Brown <RBrown@spfwater.com>
Sent: Monday, April 23, 2018 11:34 AM
To: Webster, Clay; jgalfano@winglets.com
Cc: James Speck
Subject: RE: Transfer applications 81963 & 81964 Request for Additional Information

Clay – We will be addressing your questions as quickly as we can.

Roxanne

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

From: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Sent: Friday, April 20, 2018 7:42 AM
To: jgalfano@winglets.com
Cc: Roxanne Brown <RBrown@spfwater.com>; James Speck <jim@speckandaanestad.com>
Subject: Transfer applications 81963 & 81964 Request for Additional Information

Dear Applicant,

The Department of Water Resources has completed our initial review of your transfer applications for Flying Joseph Ranch LLC. This letter requesting additional information on transfer applications 81963 and 81964 and attached map were mailed yesterday. Thanks you for your attention to this matter.

Sincerely,
Clay Webster
Water Rights Supervisor
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

April 19, 2018

FLYING JOSEPH RANCH LLC
7299 PERIMETER RD S
SEATTLE WA 98108

RE: APPLICATIONS FOR TRANSFER OF WATER RIGHTS 73-32 (part), 73-147A, 73-147B, 73-147C, 73-150D, 73-189, 73-259, 73-2165, 73-10040, 73-14001, 73-12110 and 73-12146. (81964) / 73-15A, 73-32 (part), 73-150C, 73-188B, 73-2159, 73-2162, 73-4001, 73-4003, 73-7102, 73-10020A, 73-10020B, 73-10023, 73-10024, 73-11840, 73-12171 and 73-12172. (81963)

Dear Applicant:

The Department of Water Resources (Department) received your applications to transfer the above mentioned water rights from you on October 18, 2017. This application was placed on a 60-day hold to allow for an amendment to be drafted. The Department received an Amended Application for transfer 81964 on March 7, 2018. The department is required to evaluate these applications in accordance with Idaho Code § 42-222. Initial review of found that we need additional information for clarification of your applications. The following is a list of items that need to be addressed prior to processing these applications;

- The tablature of the legal description of the proposed permissible place of use and the map provided does not match (see T13N,R23E,S18 on transfer 81964). **Supply updated maps or tablature to correct this discrepancy for the proposed PPU.**

- Some of the legal description tablature provided shows acreages owned by Pahsimeroi Farms LLC & Gia Guddat and Idaho Department of Lands. **Supply written authorizations to utilize these places of use.**

- Water right 73-12260 was split from 73-189 which shared a common place of use with 73-10041 and 73-12210. Either the combined limit for the irrigable acres will have to include 73-12260, or a proportional amount of rights 73-10041 and 73-12210 appurtenant to the common 35 acres will have to be abandoned to avoid enlargement of these acres. **Supply written instructions on how you wish the department to address this enlargement concern.**

- **Supply an explanation of how the surface water is being conveyed to the Northern pivots on transfer 81964. (see provided map attached)**

- **Supply a map of the conveyance and distribution systems for transfer 81963. Make sure it shows how the water is being conveyed from all sources (Spring Creek, Goldburg Creek, Ground Water , Pahsimeroi River and Big Creek) to the pivot systems.**

- 73-150C was not named on transfer 81964, therefore this POD cannot be removed from that right by this transfer application. 73-150C is named on transfer 81963. However, this transfer did not request the removal of this POD. **How do you wish to proceed on this issue?**

Please provide the department with the requested information within 30 days of this letter. Or your applications will be returned to you unprocessed.

If you have any questions on this matter, please contact me at (208) 287-4910.

Sincerely,

Clay Webster
Water Rights Supervisor

c. Roxanne Brown – SPF Water Engineering
James Speck – Speck and Aanestad

Webster, Clay

From: Roxanne Brown <RBrown@spfwater.com>
Sent: Wednesday, April 18, 2018 9:40 AM
To: Webster, Clay
Subject: RE: Flying Joseph Ranch LLC Transfers 81963 and 81964
Attachments: GW PPU.SHX; GW PPU.DBF; GW PPU.PRJ; GW PPU.SBN; GW PPU.SBX; GW PPU.SHP; SW PPU.SHX; SW PPU.DBF; SW PPU.PRJ; SW PPU.SBN; SW PPU.SBX; SW PPU.SHP

Please let me know if you need anything else.

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

From: Webster, Clay <Clay.Webster@idwr.idaho.gov>
Sent: Tuesday, April 17, 2018 2:56 PM
To: Roxanne Brown <RBrown@spfwater.com>
Subject: Flying Joseph Ranch LLC Transfers 81963 and 81964

Roxanne,

I am currently reviewing the Transfers for Flying Joseph Ranch. Could you send me the shape files for the proposed permissible places of use? Thanks

Sincerely,
Clay Webster
Water Rights Supervisor
clay.webster@idwr.idaho.gov
208-287-4910
Idaho Department of Water Resources (IDWR)

Skaggs, Pam

From: Roxanne Brown <RBrown@spfwater.com>
Sent: Tuesday, April 17, 2018 12:11 PM
To: Skaggs, Pam
Subject: RE: Flying Joseph Ranch

Thanks, Pam. I know it will take the time it takes.

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

From: Skaggs, Pam <Pam.Skaggs@idwr.idaho.gov>
Sent: Tuesday, April 17, 2018 12:08 PM
To: Roxanne Brown <RBrown@spfwater.com>
Subject: RE: Flying Joseph Ranch

Roxanne,

Following the 60-day processing hold & submission of the amended application an initial evaluation of the two applications has been completed. We will be determining if they are ready for advertising or if more information is necessary in the next couple of weeks. The applicant will be hearing from us either way in the near future.

Pam

Pam Skaggs
IDWR Water Rights Supervisor
(208) 287-4951

From: Roxanne Brown [mailto:RBrown@spfwater.com]
Sent: Tuesday, April 17, 2018 9:52 AM
To: Skaggs, Pam <Pam.Skaggs@idwr.idaho.gov>
Subject: Flying Joseph Ranch

Pam – Thanks for your time this morning. Joe Clark is growing increasingly impatient, so I'm wondering if you can give me a timeframe for advertising the Flying Joseph Ranch transfer applications. I am trying to manage the expectations of both Joe and his attorney. Please let me know, if you have an idea.

Thanks!

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

Webster, Clay

From: Skaggs, Pam
Sent: Tuesday, January 30, 2018 11:27 AM
To: Roxanne Brown
Cc: Webster, Clay
Subject: RE: Flying Joseph Ranch applications

Roxanne,

Please drop the original withdrawal document for Application for Transfer 81962 in the mail for us to complete processing. Application for Transfer 81962 will be updated to reflect the status change and a refund requested for the application fee.

Right 73-147A is part of Application for Transfer 81964 held in water right file 73-32 as the lowest numbered right. This application is already on a requested 60-day hold that should allow you time to submit the amended application.

Application for Transfer 81963 is also on a processing hold and being held in water right file 73-15A as the lowest numbered right.

Thank you for providing us with the applicant's current intent for these pending applications for Flying Joseph Ranch LLC.

Pam

Pamela S. Skaggs
Water Rights Supervisor
Idaho Department of Water Resources
322 E Front St
PO Box 83720
Boise ID 83720-0098
Phone (208) 287-4951
Fax (208) 287-6700

From: Roxanne Brown [mailto:RBrown@spfwater.com]
Sent: Tuesday, January 30, 2018 10:57 AM
To: Skaggs, Pam <Pam.Skaggs@idwr.idaho.gov>
Subject: Flying Joseph Ranch applications

Pam – After another meeting with Fish & Game, Flying Joseph Ranch has decided to withdraw transfer application #81962 (form attached), and amend the transfer application that includes 73-147A (and others) to include the proposed enlargement of an existing pond. I don't have a transfer # for the application to be amended because data-entry is not complete on-line.

We will complete the amendment as soon as possible. Please let me know if you require an original, signed withdrawal form rather than the scanned copy attached.

Roxanne

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

January 10, 2018

FLYING JOSEPH RANCH LLC
7299 PERIMETER RD
SEATTLE WA 98108

RE: Applications for Transfer 81962, 81963 & 81964
Flying Joseph Ranch LLC

Dear Applicant:

I have enclosed email correspondence between your representative Roxanne Brown of SPF Engineering (SPF) and myself regarding your transfer applications. On your applications you designated original mail should be sent to you and copies to SPF as your representative. Since you didn't provide an email address on your application and couldn't be included in our email correspondence, I am sending you this letter to explain the current status of your application.

Roxanne explained that recent discussions with Idaho Department of Fish and Game have resulted in a different strategy for your water rights than proposed under the existing applications. One application may be withdrawn and another revised. The Department has agreed to place these applications on a 60-day hold to allow for these proposed changes to the applications to be accomplished.

If you require additional information regarding this matter, please call me directly at (208) 287-4951, e-mail me at pam.skaggs@idwr.idaho.gov or contact me by mail.

Sincerely,

Pamela S. Skaggs

Pamela S. Skaggs
Water Rights Supervisor

Enclosure

Copy to: SPF Water Engineering LLC, Roxanne Brown

Skaggs, Pam

From: Roxanne Brown <RBrown@spfwater.com>
Sent: Wednesday, January 10, 2018 9:48 AM
To: Skaggs, Pam
Cc: 'Jim Speck (jim@speckandaanestad.com)'; Webster, Clay; Rauhut, Manuel; Keen, Shelley
Subject: RE: Flying Joseph Ranch transfer

Thanks, Pam.

Flying Joseph Ranch is currently working through the details concerning the apparent overlap on Pahsimeroi River Farms and we hope to resolve the issue soon. I'll let you know the result as soon as possible.

Roxanne

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

From: Skaggs, Pam [mailto:Pam.Skaggs@idwr.idaho.gov]
Sent: Wednesday, January 10, 2018 8:23 AM
To: Roxanne Brown <RBrown@spfwater.com>
Cc: 'Jim Speck (jim@speckandaanestad.com)' <jim@speckandaanestad.com>; Webster, Clay <Clay.Webster@idwr.idaho.gov>; Rauhut, Manuel <Manuel.Rauhut@idwr.idaho.gov>; Keen, Shelley <Shelley.Keen@idwr.idaho.gov>
Subject: RE: Flying Joseph Ranch transfer

Roxanne,

Thank you for your communication regarding the status of Flying Joseph Ranch LLC, Transfer applications 81962, 81963 and 81964. These transfers will be placed on a 60-day processing hold per your request to allow an opportunity to withdraw or revise them to meet your client's needs.

You haven't addressed the overlap questions in the December 4, 2017, letter to Pahsimeroi River Farms LLC regarding related Transfer application 81861. Please advise me regarding the status of this application and respond to our concerns. Transfer 81861 is an acceptable application that will be advertised the first two weeks of February regardless of our concerns and the possibility the transfer may not be approved. If you intend to withdraw or revise this application, please advise me as soon as possible. Once the application has been advertised the fee will not be refunded if the application is withdrawn and modifications to the application may require re-advertisement with an additional fee.

A status letter with a copy of this email will be sent out to both the applicants regarding the status of their individual applications since they didn't provide email addresses and requested original correspondence be addressed to them.

Pam

Pamela S. Skaggs
Water Rights Supervisor
Idaho Department of Water Resources
322 E Front St
PO Box 83720

Boise ID 83720-0098
Phone (208) 287-4951
Fax (208) 287-6700

From: Roxanne Brown [mailto:RBrown@spfwater.com]
Sent: Wednesday, January 10, 2018 6:59 AM
To: Skaggs, Pam <Pam.Skaggs@idwr.idaho.gov>
Cc: 'Jim Speck (jim@speckandaanestad.com)' <jim@speckandaanestad.com>
Subject: Flying Joseph Ranch transfer

Pam –

After recent discussions with Idaho Fish & Game and the AG's office, Flying Joseph Ranch has decided to proceed with a different water right strategy. The transfer for the pond (#81962/73-10054) will be withdrawn. One of the other transfer applications will be amended to include the volume of the proposed enlargement of the newer pond.

These actions are being taken in an effort to resolve IDFG protest to permit application 73-12175. At our recent meeting, IDFG indicated they will no long require breaching the dam retaining water for 73-10054. This was completely unforeseen. Is it possible to request suspending processing of the transfer applications to allow Flying Joseph Ranch to make the necessary withdrawal and amendment?

Thank you for your consideration, and please forward this email to both Clay and Manuel.

Roxanne

Roxanne Brown | Sr. Water Right Specialist
SPF Water Engineering, LLC
300 E Mallard Drive, Suite 350 | Boise, ID 83706
p. 208.383.4140 | **f.** 208.383.4156 | **d.** 208.489.2136
e. rbrown@spfwater.com | **c.** 208.859.8428

SPF WATER ENGINEERING

October 26, 2017

Pam Skaggs
Idaho Department of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, ID 83720-0098

RECEIVED
OCT 26 2017
DEPARTMENT OF
WATER RESOURCES

Via hand-delivery

Re: Application for Transfer – Flying Joseph Ranch

Dear Pam,

On behalf of Joe Clark and Flying Joseph Ranch, we are pleased to submit the attached letter to be included with the Flying Joseph transfer application (Water Right Nos. 73-32, et al.).

The application seeks to correctly describe the place of use for the listed water rights after installation of several pivots, including land owned by Pahsimeroi River Farms. Manuel Rauhut of your office is currently reviewing the transfer application filed by Pahsimeroi River Farms.

Please contact me with any questions. I am willing to meet with you to discuss these applications and share GIS data as needed to assist IDWR with its review.

COPY

Best Regards,

Roxanne

Roxanne Brown
Sr. Water Rights Specialist

CC: Jim Speck
Flying Joseph Ranch

SPF Job No. 1327.0010

October 23, 2017

Pam Skaggs
Idaho Department of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, ID 83720-0098

Re: Authorization for Transfer Application (73-32 et al.) – Flying Joseph Ranch
Change in Ownership and Place of Use Transfer (73-189) – Pahsimeroi River Farms

Dear Ms. Skaggs,

I am a member and sole owner of Pahsimeroi River Farms after the death of my husband, Scott Karterman. This letter is intended to inform the Department that I am aware of a transfer application filed by Flying Joseph Ranch that includes an irrigated area of Pahsimeroi River Farms. I authorize processing of the transfer as it pertains to my property.

Pahsimeroi River Farms has an agreement with Flying Joseph Ranch to continue irrigation of my land with an existing pivot. Flying Joseph Ranch will continue delivery of my portion of water right 73-189 until such time our agreement terminates.

Thank you for your consideration of this matter.

Gia Guddat

Robert I. Fallowfield
LUBOVISKI, WYGLE,
FALLOWFIELD & RITZAU, P.A.
Suite 203, The Station
460 Sun Valley Road
P.O. Box 1172
Ketchum, Idaho 83340
Tel: 208/726-8219
Fax: 208/726-3750
rfallowfield@lwfrlaw.com
ISB No. 1951

Attorneys for Petitioner

FILED A.M. P.M. 1520
MAY 16 2017
JoLynn Drage, Clerk District Court Blaine County, Idaho

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF SCOTT MONROE KARTERMAN, Deceased.	Case No. CV-2017-254 DECREE VESTING ESTATE IN SURVIVING SPOUSE

Upon consideration of the Petition for Summary Administration of Estate in which Surviving Spouse is Sole Beneficiary filed by Gia M. Guddat, the Court finds that:

1. The facts set forth in the Petition are true.

2. The required notice to the Decedent's only child has been given.

3. The decedent, Scott Monroe Karterman, died on March 31, 2017, domiciled in Blaine County, Idaho.

4. Venue is proper.

5. The decedent and Gia M. Guddat were married on November 19, 2001, in Miami, Florida and remained married until the decedent's death.

6. The surviving spouse, Gia M. Guddat, is the sole devisee of the decedent.

DECREE VESTING ESTATE IN SURVIVING SPOUSE/1

7. The decedent died testate, leaving a Will dated February 21, 2017, The Will was validly executed and is the last Will of the decedent.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. Gia M. Guddat is the surviving spouse of the decedent and is the sole devisee of the decedent.

2. The property of the decedent is hereby vested in and distributed to Gia M. Guddat free and clear of all right, title, claim or demand of any person or persons claiming or attempting to claim under the estate of the decedent as heir, devisee or otherwise except as a proper creditor.

3. The surviving spouse shall assume and be liable for any and all indebtedness that may be a claim against the estate of the decedent.

4. There shall be no administration of the estate of the decedent.

DATED this 16 day of May, 2017.

Magistrate Judge

STATE OF IDAHO } ss
County of Blaine }

I do hereby certify that the foregoing is a full, true and correct copy of the original thereof, on file in my office.
IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal this 16 day of May 2017
JOLYNN DRAGE
Clerk District Court Deputy

SPF WATER ENGINEERING

October 18, 2017

RECEIVED
OCT 18 2017
DEPARTMENT OF WATER RESOURCES

Pam Skaggs
Idaho Department of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, ID 83720-0098

Via hand-delivery

Re: Applications for Transfer (3) – Flying Joseph Ranch

Dear Pam,

On behalf of Joe Clark and Flying Joseph Ranch, we are pleased to submit the enclosed applications.

The first application (water right 73-10054) describes the proposed move of a reservoir upstream to a new location. Both locations are owned by Flying Joseph Ranch; there are no intervening water right diversions other than those owned by the applicant. The second application (water right 73-2159, et al.) seeks to correctly describe the place of use for the listed water rights after installation of several pivots. The transfer describes land irrigated from a single delivery system. Application 3 (water right 73-32, et al) also seeks to correctly describe the place of use for the listed water rights after installation of several pivots. The transfer describes land irrigated from a single delivery system.

The filing fees for these applications have been calculated as follows:

Application	Quantity Transferred		Base Fee	Additional Fee	Total
	cfs	afa			
73-10054		160	$ 580.00		$ 580.00
73-2159, et al.	46.85		$ 2,020.00	$ 1,080.00	$ 3,100.00
73-32, et al.	80.57		$ 2,020.00	$ 2,440.00	$ 4,460.00
TOTAL					$ 8,140.00

A check for the total amount is attached.

Please contact me with any questions. I am willing to meet with you to discuss these applications and share GIS data as needed to assist IDWR with its review.

Best Regards,

Roxanne

Roxanne Brown
Sr. Water Rights Specialist

CC: Jim Speck
Flying Joseph Ranch

SPF Job No. 1327.0010

300 E. Mallard Drive, Suite 350, Boise, Idaho 83706 Tel: 208-383-4140 Fax: 208-383-4156